

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption		Page of Pages		
			Janitorial Services		1	119	
2. Contract Number		3. Solicitation Number  DCAM-12-NC-0045		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued	
						6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Mandatory 35% SBE Sub-Contracting Set Aside (See Section H.9.1)	
7. Issued By: D.C. Department of General Services Contracting and Procurement Division 2000 14th Street, 5th Floor Washington, DC 20009				8. Address Offer to: D.C. Department of General Services Facilities Division 2000 14th Street, 5th Floor Washington, DC 20009			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, 5th Floor, Washington, DC 20009</u> until <u>2:00 PM</u> local time <u>March 1, 2012</u>							
(Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name  James Marshall		B. Telephone (Area Code) (Number) (Ext) 202 727-7119		C. E-mail Address  james.marshall@dc.gov	
11. Table of Contents							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror		15 C. Check if remittance address is different from above - Refer to Section G		16. Name and Title of Person Authorized to Sign Offer/Contract		18. Offer Date	
15B. Telephone (Area Code) (Number) (Ext)				17. Signature			
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Government of the District of Columbia				Department of General Services			

**SECTION B  
SUPPLIES OR SERVICES AND COST****B.1 INTRODUCTION**

The District of Columbia, Department of General Services (DGS) is seeking a Contractor(s) to provide janitorial and related supplemental services for District owned and leased facilities.

**B.2 TYPE OF CONTRACT**

The District contemplates award of up to four (4) fixed price contract(s) based on fixed unit prices with a cost reimbursement component.

**B.3 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS**

An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

**B.4 PRICE SCHEDULE**

**B.4.1 Aggregate Award Group A****B.4.1.1 Base Year**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0001	DPW 1725 15 <sup>th</sup> Street, NW	\$ _____
0002	DDOT 1735 15 <sup>th</sup> St., NW	\$ _____
0003	DDOT/TSA-Admin Offices 1338 G Street, SE	\$ _____
0004	DDOT/TSA-Service/Sign Offices - 1338 G St., SE	\$ _____
0005	DPW 1403 W St., NW	\$ _____
0006	DPW/Trailers 1403 W St. NW	\$ _____
0007	DPW/Solid Waste 1241 W St., NE	\$ _____
0008	DPW/Tree Division 1241 W St., N.E	\$ _____
0009	Grimkie Building 1923 Vermont Ave. NW	\$ _____
0010	Record Center 133 Naylor Road	\$ _____
0011	Farragut Facility 414 Farragut St., NE	\$ _____
0012	Farragut Facility, Trailer 414 Farragut St. NE	\$ _____
0013	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW	\$ _____
0014	Board of Elections/DCPS 3535 V St., NW	\$ _____
0015	Annex 8 280 McMillian Dr., NW	\$ _____
0016	DPW-Annex 9 350 McMillian Dr., NW	\$ _____
0017	Eastern Market 225 7 <sup>th</sup> Street, SE	\$ _____
0018	Paul Robeson School 3700 10th St NW	\$ _____
0019	Ward 6 Wellness Center 500 K Street, NE	\$ _____
0020	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group A Base Year Total</b>		<b>\$ _____</b>

**B.4.1.2 Option Year One**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0101	DPW 1725 15 <sup>th</sup> Street, NW	\$ _____
0102	DDOT 1735 15 <sup>th</sup> St., NW	\$ _____
0103	DDOT/TSA-Admin Offices 1338 G Street, SE	\$ _____
0104	DDOT/TSA-Service/Sign Offices - 1338 G St., SE	\$ _____
0105	DPW 1403 W St., NW	\$ _____
0106	DPW/Trailers 1403 W St. NW	\$ _____
0107	DPW/Solid Waste 1241 W St., NE	\$ _____
0108	DPW/Tree Division 1241 W St., N.E	\$ _____
0109	Grimkie Building 1923 Vermont Ave. NW	\$ _____
0110	Record Center 133 Naylor Road	\$ _____
0111	Farragut Facility 414 Farragut St., NE	\$ _____
0112	Farragut Facility, Trailer 414 Farragut St. NE	\$ _____
0113	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW	\$ _____
0114	Board of Elections/DCPS 3535 V St., NW	\$ _____
0115	Annex 8 280 McMillian Dr., NW	\$ _____
0116	DPW-Annex 9 350 McMillian Dr., NW	\$ _____
0117	Eastern Market 225 7 <sup>th</sup> Street, SE	\$ _____
0118	Paul Robeson School 3700 10th St NW	\$ _____
0119	Ward 6 Wellness Center 500 K Street, NE	\$ _____
0120	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group A Option Year One Total</b>		<b>\$ _____</b>

**B.4.1.3 Option Year Two**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0201	DPW 1725 15 <sup>th</sup> Street, NW	\$ _____
0202	DDOT 1735 15 <sup>th</sup> St., NW	\$ _____
0203	DDOT/TSA-Admin Offices 1338 G Street, SE	\$ _____
0204	DDOT/TSA-Service/Sign Offices - 1338 G St., SE	\$ _____
0205	DPW 1403 W St., NW	\$ _____
0206	DPW/Trailers 1403 W St. NW	\$ _____
0207	DPW/Solid Waste 1241 W St., NE	\$ _____
0208	DPW/Tree Division 1241 W St., N.E	\$ _____
0209	Grimkie Building 1923 Vermont Ave. NW	\$ _____
0210	Record Center 133 Naylor Road	\$ _____
0211	Farragut Facility 414 Farragut St., NE	\$ _____
0212	Farragut Facility, Trailer 414 Farragut St. NE	\$ _____
0213	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW	\$ _____
0214	Board of Elections/DCPS 3535 V St., NW	\$ _____
0215	Annex 8 280 McMillian Dr., NW	\$ _____
0216	DPW-Annex 9 350 McMillian Dr., NW	\$ _____
0217	Eastern Market 225 7 <sup>th</sup> Street, SE	\$ _____
0218	Paul Robeson School 3700 10th St NW	\$ _____
0219	Ward 6 Wellness Center 500 K Street, NE	\$ _____
0220	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group A Option Year Two Total</b>		<b>\$ _____</b>

**B.4.1.3 Option Year Three**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0301	DPW 1725 15 <sup>th</sup> Street, NW	\$ _____
0302	DDOT 1735 15 <sup>th</sup> St., NW	\$ _____
0303	DDOT/TSA-Admin Offices 1338 G Street, SE	\$ _____
0304	DDOT/TSA-Service/Sign Offices - 1338 G St., SE	\$ _____
0305	DPW 1403 W St., NW	\$ _____
0306	DPW/Trailers 1403 W St. NW	\$ _____
0307	DPW/Solid Waste 1241 W St., NE	\$ _____
0308	DPW/Tree Division 1241 W St., N.E	\$ _____
0309	Grimkie Building 1923 Vermont Ave. NW	\$ _____
0310	Record Center 133 Naylor Road	\$ _____
0311	Farragut Facility 414 Farragut St., NE	\$ _____
0312	Farragut Facility, Trailer 414 Farragut St. NE	\$ _____
0313	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW	\$ _____
0314	Board of Elections/DCPS 3535 V St., NW	\$ _____
0315	Annex 8 280 McMillian Dr., NW	\$ _____
0316	DPW-Annex 9 350 McMillian Dr., NW	\$ _____
0317	Eastern Market 225 7 <sup>th</sup> Street, SE	\$ _____
0318	Paul Robeson School 3700 10th St NW	\$ _____
0319	Ward 6 Wellness Center 500 K Street, NE	\$ _____
0320	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group A Option Year Three Total</b>		<b>\$ _____</b>

**B.4.1.3 Option Year Four**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0401	DPW 1725 15 <sup>th</sup> Street, NW	\$ _____
0402	DDOT 1735 15 <sup>th</sup> St., NW	\$ _____
0403	DDOT/TSA-Admin Offices 1338 G Street, SE	\$ _____
0404	DDOT/TSA-Service/Sign Offices - 1338 G St., SE	\$ _____
0405	DPW 1403 W St., NW	\$ _____
0406	DPW/Trailers 1403 W St. NW	\$ _____
0407	DPW/Solid Waste 1241 W St., NE	\$ _____
0408	DPW/Tree Division 1241 W St., N.E	\$ _____
0409	Grimkie Building 1923 Vermont Ave. NW	\$ _____
0410	Record Center 133 Naylor Road	\$ _____
0411	Farragut Facility 414 Farragut St., NE	\$ _____
0412	Farragut Facility, Trailer 414 Farragut St. NE	\$ _____
0413	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW	\$ _____
0414	Board of Elections/DCPS 3535 V St., NW	\$ _____
0415	Annex 8 280 McMillian Dr., NW	\$ _____
0416	DPW-Annex 9 350 McMillian Dr., NW	\$ _____
0417	Eastern Market 225 7 <sup>th</sup> Street, SE	\$ _____
0418	Paul Robeson School 3700 10th St NW	\$ _____
0419	Ward 6 Wellness Center 500 K Street, NE	\$ _____
0420	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group A Option Year Four Total</b>		<b>\$ _____</b>

**B.4.2 Aggregate Award Group B****B.4.2.1 Base Year**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0021	1 <sup>st</sup> District - 101 M St., SW	\$ _____
0022	1 <sup>st</sup> District Sub-Station 500 E Street, SE	\$ _____
0023	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	\$ _____
0024	3 <sup>rd</sup> District Headquarters 1624 V Street, NW	\$ _____
0025	3 <sup>rd</sup> District Sub-Station 750 Park Road, NW	\$ _____
0026	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	\$ _____
0027	5 <sup>th</sup> District 1805 Bladensburg Rd NE	\$ _____
0028	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	\$ _____
0030	6 <sup>th</sup> District 100 42nd Street, NE	\$ _____
0031	7 <sup>th</sup> District 2455 Alabama Ave., SE	\$ _____
0032	Special Operations Division Tactical Branch 2301 L Street, NW	\$ _____
0033	NSID (Narcotics) 1215 3rd Street, N.E.	\$ _____
0034	Youth Division 1700 Rhode Island Ave NE	\$ _____
0035	Fleet Service 2175 West Virginia Ave NE	\$ _____
0036	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE	\$ _____
0037	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	\$ _____
0038	Recorder of Deeds 515 D Street, NW	\$ _____
0039	Harbor 550 Water Street, SW	\$ _____
0040	Share Computer Center 222 Mass Ave, NW	\$ _____
0041	Patrol Services Bureau and School Security Branch 801 Sheperd Street, NW ERT Blue Plains Drive SW	\$ _____
0042	#2 DC Village Lane Bldg. 3B , SW	\$ _____
0043	Mobile Crime/Forensics (1) 3515-3521 V Street, NE	\$ _____
0044	Bundy Building 429 O Street, NW	\$ _____
0045	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW	\$ _____
0046	Henry Daly Building 300 Indiana Ave, NW	\$ _____
0047	Bomb Squad 4669 Blue Plains Dr., SW	\$ _____
0048	Heliport 1724 South Capitol St., SE	\$ _____



0049	Impound Lot 5001 Shepard Parkway, SW	\$ _____
0050	K-9 Unit 4665 Blue Plains Dr., SW	\$ _____
0051	Training Academy 4665 Blue Plains Dr., SW	\$ _____
0052	GLLU1369-A Connecticut Ave. NW –	
0053	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group B Base Year Total</b>		<b>\$ _____</b>

**B.4.2.2 Option Year One**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0121	1 <sup>st</sup> District - 101 M St., SW	\$ _____
0122	1 <sup>st</sup> District Sub-Station 500 E Street, SE	\$ _____
0123	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	\$ _____
0124	3 <sup>rd</sup> District Headquarters 1624 V Street, NW	\$ _____
0125	3 <sup>rd</sup> District Sub-Station 750 Park Road, NW	\$ _____
0126	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	\$ _____
0127	5 <sup>th</sup> District 1805 Bladensburg Rd NE	\$ _____
0128	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	\$ _____
0130	6 <sup>th</sup> District 100 42nd Street, NE	\$ _____
0131	7 <sup>th</sup> District 2455 Alabama Ave., SE	\$ _____
0132	Special Operations Division Tactical Branch 2301 L Street, NW	\$ _____
0133	NSID (Narcotics) 1215 3rd Street, N.E.	\$ _____
0134	Youth Division 1700 Rhode Island Ave NE	\$ _____
0135	Fleet Service 2175 West Virginia Ave NE	\$ _____
0136	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE	\$ _____
0137	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	\$ _____
0138	Recorder of Deeds 515 D Street, NW	\$ _____
0139	Harbor 550 Water Street, SW	\$ _____
0140	Share Computer Center 222 Mass Ave, NW	\$ _____
0141	Patrol Services Bureau and School Security Branch 801 Sheperd Street, NW ERT Blue Plains Drive SW	\$ _____
0142	#2 DC Village Lane Bldg. 3B , SW	\$ _____
0143	Mobile Crime/Forensics (1) 3515-3521 V Street, NE	\$ _____
0144	Bundy Building 429 O Street, NW	\$ _____
0145	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW	\$ _____
0146	Henry Daly Building 300 Indiana Ave, NW	\$ _____
0147	Bomb Squad 4669 Blue Plains Dr., SW	\$ _____
0148	Heliport 1724 South Capitol St., SE	\$ _____
0149	Impound Lot 5001 Shepard Parkway, SW	\$ _____

0150	K-9 Unit 4665 Blue Plains Dr., SW	\$ _____
0151	Training Academy 4665 Blue Plains Dr., SW	\$ _____
0152	GLLU1369-A Connecticut Ave. NW –	
0153	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group B Option Year One Total</b>		<b>\$ _____</b>

**B.4.2.3 Option Year Two**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0221	1 <sup>st</sup> District - 101 M St., SW	\$ _____
0222	1 <sup>st</sup> District Sub-Station 500 E Street, SE	\$ _____
0223	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	\$ _____
0224	3 <sup>rd</sup> District Headquarters 1624 V Street, NW	\$ _____
0225	3 <sup>rd</sup> District Sub-Station 750 Park Road, NW	\$ _____
0226	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	\$ _____
0227	5 <sup>th</sup> District 1805 Bladensburg Rd NE	\$ _____
0228	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	\$ _____
0230	6 <sup>th</sup> District 100 42nd Street, NE	\$ _____
0231	7 <sup>th</sup> District 2455 Alabama Ave., SE	\$ _____
0232	Special Operations Division Tactical Branch 2301 L Street, NW	\$ _____
0233	NSID (Narcotics) 1215 3rd Street, N.E.	\$ _____
0234	Youth Division 1700 Rhode Island Ave NE	\$ _____
0235	Fleet Service 2175 West Virginia Ave NE	\$ _____
0236	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE	\$ _____
0237	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	\$ _____
0238	Recorder of Deeds 515 D Street, NW	\$ _____
0239	Harbor 550 Water Street, SW	\$ _____
0240	Share Computer Center 222 Mass Ave, NW	\$ _____
0241	Patrol Services Bureau and School Security Branch 801 Sheperd Street, NW ERT Blue Plains Drive SW	\$ _____
0242	#2 DC Village Lane Bldg. 3B , SW	\$ _____
0243	Mobile Crime/Forensics (1) 3515-3521 V Street, NE	\$ _____
0244	Bundy Building 429 O Street, NW	\$ _____
0245	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW	\$ _____
0246	Henry Daly Building 300 Indiana Ave, NW	\$ _____
0247	Bomb Squad 4669 Blue Plains Dr., SW	\$ _____
0248	Heliport 1724 South Capitol St., SE	\$ _____
0249	Impound Lot 5001 Shepard Parkway, SW	\$ _____

0250	K-9 Unit 4665 Blue Plains Dr., SW	\$ _____
0251	Training Academy 4665 Blue Plains Dr., SW	\$ _____
0252	GLLU1369-A Connecticut Ave. NW –	
0253	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group B Option Year Two Total</b>		<b>\$ _____</b>

**B.4.2.4 Option Year Three**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0321	1 <sup>st</sup> District - 101 M St., SW	\$ _____
0322	1 <sup>st</sup> District Sub-Station 500 E Street, SE	\$ _____
0323	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	\$ _____
0324	3 <sup>rd</sup> District Headquarters 1624 V Street, NW	\$ _____
0325	3 <sup>rd</sup> District Sub-Station 750 Park Road, NW	\$ _____
0326	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	\$ _____
0327	5 <sup>th</sup> District 1805 Bladensburg Rd NE	\$ _____
0328	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	\$ _____
0330	6 <sup>th</sup> District 100 42nd Street, NE	\$ _____
0331	7 <sup>th</sup> District 2455 Alabama Ave., SE	\$ _____
0332	Special Operations Division Tactical Branch 2301 L Street, NW	\$ _____
0333	NSID (Narcotics) 1215 3rd Street, N.E.	\$ _____
0334	Youth Division 1700 Rhode Island Ave NE	\$ _____
0335	Fleet Service 2175 West Virginia Ave NE	\$ _____
0336	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE	\$ _____
0337	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	\$ _____
0338	Recorder of Deeds 515 D Street, NW	\$ _____
0339	Harbor 550 Water Street, SW	\$ _____
0340	Share Computer Center 222 Mass Ave, NW	\$ _____
0341	Patrol Services Bureau and School Security Branch 801 Sheperd Street, NW ERT Blue Plains Drive SW	\$ _____
0342	#2 DC Village Lane Bldg. 3B , SW	\$ _____
0343	Mobile Crime/Forensics (1) 3515-3521 V Street, NE	\$ _____
0344	Bundy Building 429 O Street, NW	\$ _____
0345	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW	\$ _____
0346	Henry Daly Building 300 Indiana Ave, NW	\$ _____
0347	Bomb Squad 4669 Blue Plains Dr., SW	\$ _____
0348	Heliport 1724 South Capitol St., SE	\$ _____
0349	Impound Lot 5001 Shepard Parkway, SW	\$ _____

0350	K-9 Unit 4665 Blue Plains Dr., SW	\$ _____
0351	Training Academy 4665 Blue Plains Dr., SW	\$ _____
0352	GLLU1369-A Connecticut Ave. NW –	
0353	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group B Option Year Three Total</b>		<b>\$ _____</b>

**B.4.2.5 Option Year Four**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0421	1 <sup>st</sup> District - 101 M St., SW	\$ _____
0422	1 <sup>st</sup> District Sub-Station 500 E Street, SE	\$ _____
0423	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	\$ _____
0424	3 <sup>rd</sup> District Headquarters 1624 V Street, NW	\$ _____
0425	3 <sup>rd</sup> District Sub-Station 750 Park Road, NW	\$ _____
0426	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	\$ _____
0427	5 <sup>th</sup> District 1805 Bladensburg Rd NE	\$ _____
0428	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	\$ _____
0430	6 <sup>th</sup> District 100 42nd Street, NE	\$ _____
0431	7 <sup>th</sup> District 2455 Alabama Ave., SE	\$ _____
0432	Special Operations Division Tactical Branch 2301 L Street, NW	\$ _____
0433	NSID (Narcotics) 1215 3rd Street, N.E.	\$ _____
0434	Youth Division 1700 Rhode Island Ave NE	\$ _____
0435	Fleet Service 2175 West Virginia Ave NE	\$ _____
0436	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE	\$ _____
0437	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	\$ _____
0438	Recorder of Deeds 515 D Street, NW	\$ _____
0439	Harbor 550 Water Street, SW	\$ _____
0440	Share Computer Center 222 Mass Ave, NW	\$ _____
0441	Patrol Services Bureau and School Security Branch 801 Sheperd Street, NW ERT Blue Plains Drive SW	\$ _____
0442	#2 DC Village Lane Bldg. 3B , SW	\$ _____
0443	Mobile Crime/Forensics (1) 3515-3521 V Street, NE	\$ _____
0444	Bundy Building 429 O Street, NW	\$ _____
0445	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW	\$ _____
0446	Henry Daly Building 300 Indiana Ave, NW	\$ _____
0447	Bomb Squad 4669 Blue Plains Dr., SW	\$ _____
0448	Heliport 1724 South Capitol St., SE	\$ _____
0449	Impound Lot 5001 Shepard Parkway, SW	\$ _____



0450	K-9 Unit 4665 Blue Plains Dr., SW	\$ _____
0451	Training Academy 4665 Blue Plains Dr., SW	\$ _____
0452	GLLU1369-A Connecticut Ave. NW –	
0453	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group B Option Year Four Total</b>		<b>\$ _____</b>

**B.4.3 Aggregate Award Group C****B.4.3.1 Based Year**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0054	DOH Medical/Surgical Clinic (DC General) 1900 Mass Ave. SE –	\$ _____
0055	MPD Offices/(DC General) 1900 Mass Ave. SE	\$ _____
0056	DGS/FMD DCG Warehouse/(DC General)1900 Mass Ave. SE	\$ _____
0057	DGS/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE	\$ _____
0058	DCRA/(DC General)1900 Mass Ave., SE	\$ _____
0059	DC/OCME Morgue 1900 Mass Ave., SE	\$ _____
0060	DC Armory 2001 East Capitol St.	\$ _____
0061	DGS/FD Shops-Field Activities Division 2200 Adams Place NE	\$ _____
0062	DMV-Test Site 2390 South Capitol St. SW	\$ _____
0063	DPW-Admin Office 2750 South Capitol St. SW	\$ _____
0064	DPW-Lot 2860 South Capitol St. SW	\$ _____
0065	DPW-Solid Waste Transfer Station – 3220 Benning Road NE	\$ _____
0066	SWD-TRL Office 4900 Bates Road NE	\$ _____
0067	Transfer Station 4902 Bates Road NE	\$ _____
0069	DMV-Georgetown Park 3220 M Street	\$ _____
0070	DMV-Penn Branch Center 3220 Penn Ave., SE	\$ _____
0071	DPW-Storage Shed 200 Bryant Street, NW	\$ _____
0072	DPW - 1827 W. Virginia Ave., NE	\$ _____
0073	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE	\$ _____
0074	DPW-Fleet Maintenance 201 Bryant Street, NW	\$ _____
0075	Fuel Station -1 1835 W. Virginia Ave. NE	\$ _____
0076	Fuel Station -2 1837 W. Virginia Ave. NE	\$ _____
0077	Tire/Tow Shop 1827 W. Virginia Ave. NE	\$ _____
0078	DPW - 2700 South Capitol St. -	
0079	RFK Stadium Offices 2400 East Capitol St.	
0080	SOD Tactical Branch DCG Campus MPD	

0081	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group C</b> <b>Base Year Total</b>		\$ _____

**B.4.3.2 Option Year One**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0154	DOH Medical/Surgical Clinic (DC General) 1900 Mass Ave. SE –	\$ _____
0155	MPD Offices/(DC General) 1900 Mass Ave. SE	\$ _____
0156	DGS/FMD DCG Warehouse/(DC General)1900 Mass Ave. SE	\$ _____
0157	DGS/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE	\$ _____
0158	DCRA/(DC General)1900 Mass Ave., SE	\$ _____
0159	DC/OCME Morgue 1900 Mass Ave., SE	\$ _____
0160	DC Armory 2001 East Capitol St.	\$ _____
0161	DGS/FD Shops-Field Activities Division 2200 Adams Place NE	\$ _____
0162	DMV-Test Site 2390 South Capitol St. SW	\$ _____
0163	DPW-Admin Office 2750 South Capitol St. SW	\$ _____
0164	DPW-Lot 2860 South Capitol St. SW	\$ _____
0165	DPW-Solid Waste Transfer Station – 3220 Benning Road NE	\$ _____
0166	SWD-TRL Office 4900 Bates Road NE	\$ _____
0167	Transfer Station 4902 Bates Road NE	\$ _____
0169	DMV-Georgetown Park 3220 M Street	\$ _____
0170	DMV-Penn Branch Center 3220 Penn Ave., SE	\$ _____
0171	DPW-Storage Shed 200 Bryant Street, NW	\$ _____
0172	DPW - 1827 W. Virginia Ave., NE	\$ _____
0173	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE	\$ _____
0174	DPW-Fleet Maintenance 201 Bryant Street, NW	\$ _____
0175	Fuel Station -1 1835 W. Virginia Ave. NE	\$ _____
0176	Fuel Station -2 1837 W. Virginia Ave. NE	\$ _____
0177	Tire/Tow Shop 1827 W. Virginia Ave. NE	\$ _____
0178	DPW - 2700 South Capitol St. -	
0179	RFK Stadium Offices 2400 East Capitol St.	
0180	SOD Tactical Branch DCG Campus MPD	
0181	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group C Option Year One Total</b>		<b>\$ _____</b>

**B.4.3.3 Option Year Two**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0254	DOH Medical/Surgical Clinic (DC General) 1900 Mass Ave. SE –	\$ _____
0255	MPD Offices/(DC General) 1900 Mass Ave. SE	\$ _____
0256	DGS/FMD DCG Warehouse/(DC General)1900 Mass Ave. SE	\$ _____
0257	DGS/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE	\$ _____
0258	DCRA/(DC General)1900 Mass Ave., SE	\$ _____
0259	DC/OCME Morgue 1900 Mass Ave., SE	\$ _____
0260	DC Armory 2001 East Capitol St.	\$ _____
0261	DGS/FD Shops-Field Activities Division 2200 Adams Place NE	\$ _____
0262	DMV-Test Site 2390 South Capitol St. SW	\$ _____
0263	DPW-Admin Office 2750 South Capitol St. SW	\$ _____
0264	DPW-Lot 2860 South Capitol St. SW	\$ _____
0265	DPW-Solid Waste Transfer Station – 3220 Benning Road NE	\$ _____
0266	SWD-TRL Office 4900 Bates Road NE	\$ _____
0267	Transfer Station 4902 Bates Road NE	\$ _____
0269	DMV-Georgetown Park 3220 M Street	\$ _____
0270	DMV-Penn Branch Center 3220 Penn Ave., SE	\$ _____
0271	DPW-Storage Shed 200 Bryant Street, NW	\$ _____
0272	DPW - 1827 W. Virginia Ave., NE	\$ _____
0273	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE	\$ _____
0274	DPW-Fleet Maintenance 201 Bryant Street, NW	\$ _____
0275	Fuel Station -1 1835 W. Virginia Ave. NE	\$ _____
0276	Fuel Station -2 1837 W. Virginia Ave. NE	\$ _____
0277	Tire/Tow Shop 1827 W. Virginia Ave. NE	\$ _____
0278	DPW - 2700 South Capitol St. -	
0279	RFK Stadium Offices 2400 East Capitol St.	
0280	SOD Tactical Branch DCG Campus MPD	
0281	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group C Option Year Two Total</b>		<b>\$ _____</b>

**B.4.3.4 Option Year Three**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0354	DOH Medical/Surgical Clinic (DC General) 1900 Mass Ave. SE –	\$ _____
0355	MPD Offices/(DC General) 1900 Mass Ave. SE	\$ _____
0356	DGS/FMD DCG Warehouse/(DC General)1900 Mass Ave. SE	\$ _____
0357	DGS/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE	\$ _____
0358	DCRA/(DC General)1900 Mass Ave., SE	\$ _____
0359	DC/OCME Morgue 1900 Mass Ave., SE	\$ _____
0360	DC Armory 2001 East Capitol St.	\$ _____
0361	DGS/FD Shops-Field Activities Division 2200 Adams Place NE	\$ _____
0362	DMV-Test Site 2390 South Capitol St. SW	\$ _____
0363	DPW-Admin Office 2750 South Capitol St. SW	\$ _____
0364	DPW-Lot 2860 South Capitol St. SW	\$ _____
0365	DPW-Solid Waste Transfer Station – 3220 Benning Road NE	\$ _____
0366	SWD-TRL Office 4900 Bates Road NE	\$ _____
0367	Transfer Station 4902 Bates Road NE	\$ _____
0369	DMV-Georgetown Park 3220 M Street	\$ _____
0370	DMV-Penn Branch Center 3220 Penn Ave., SE	\$ _____
0371	DPW-Storage Shed 200 Bryant Street, NW	\$ _____
0372	DPW - 1827 W. Virginia Ave., NE	\$ _____
0373	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE	\$ _____
0374	DPW-Fleet Maintenance 201 Bryant Street, NW	\$ _____
0375	Fuel Station -1 1835 W. Virginia Ave. NE	\$ _____
0376	Fuel Station -2 1837 W. Virginia Ave. NE	\$ _____
0377	Tire/Tow Shop 1827 W. Virginia Ave. NE	\$ _____
0378	DPW - 2700 South Capitol St. -	
0379	RFK Stadium Offices 2400 East Capitol St.	
0380	SOD Tactical Branch DCG Campus MPD	
0381	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group C Option Year Three Total</b>		<b>\$ _____</b>

**B.4.3.5 Option Year Four**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0154	DOH Medical/Surgical Clinic (DC General) 1900 Mass Ave. SE –	\$ _____
0155	MPD Offices/(DC General) 1900 Mass Ave. SE	\$ _____
0156	DGS/FMD DCG Warehouse/(DC General)1900 Mass Ave. SE	\$ _____
0157	DGS/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE	\$ _____
0158	DCRA/(DC General)1900 Mass Ave., SE	\$ _____
0159	DC/OCME Morgue 1900 Mass Ave., SE	\$ _____
0160	DC Armory 2001 East Capitol St.	\$ _____
0161	DGS/FD Shops-Field Activities Division 2200 Adams Place NE	\$ _____
0162	DMV-Test Site 2390 South Capitol St. SW	\$ _____
0163	DPW-Admin Office 2750 South Capitol St. SW	\$ _____
0164	DPW-Lot 2860 South Capitol St. SW	\$ _____
0165	DPW-Solid Waste Transfer Station – 3220 Benning Road NE	\$ _____
0166	SWD-TRL Office 4900 Bates Road NE	\$ _____
0167	Transfer Station 4902 Bates Road NE	\$ _____
0169	DMV-Georgetown Park 3220 M Street	\$ _____
0170	DMV-Penn Branch Center 3220 Penn Ave., SE	\$ _____
0171	DPW-Storage Shed 200 Bryant Street, NW	\$ _____
0172	DPW - 1827 W. Virginia Ave., NE	\$ _____
0173	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE	\$ _____
0174	DPW-Fleet Maintenance 201 Bryant Street, NW	\$ _____
0175	Fuel Station -1 1835 W. Virginia Ave. NE	\$ _____
0176	Fuel Station -2 1837 W. Virginia Ave. NE	\$ _____
0177	Tire/Tow Shop 1827 W. Virginia Ave. NE	\$ _____
0178	DPW - 2700 South Capitol St. -	
0179	RFK Stadium Offices 2400 East Capitol St.	
0180	SOD Tactical Branch DCG Campus MPD	
0181	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group C Option Year Four Total</b>		<b>\$ _____</b>

**B.4.4 Aggregate Award Group D****B.4.4.1 Base Year**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0082	OSSE – DC Village Bus Depot	\$ _____
0083	OSSE – 2115 5 <sup>th</sup> Street, NE	\$ _____
0084	OSSE – 1345 New York Ave, NE	\$ _____
0085	OSSE – 2000 Adams Place, NE	\$ _____
0086	DPR – Wilson Aquatic Center 4551 Fort Drive NW	\$ _____
0087	DPR – Takoma Aquatic Center 300 Van Buren St. NW	\$ _____
0088	DPR – Deanwood Recreation Center – 1350 49 <sup>th</sup> St. NE	\$ _____
0089	Penn Center 1709 3rd Street NE	\$ _____
0090	Kramer Annex 18th and Q St. SE	\$ _____
0091	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group D Base Year Total</b>		\$ _____



**B.4.4.2 Option Year One**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0182	OSSE – DC Village Bus Depot	\$ _____
0183	OSSE – 2115 5 <sup>th</sup> Street, NE	\$ _____
0184	OSSE – 1345 New York Ave, NE	\$ _____
0185	OSSE – 2000 Adams Place, NE	\$ _____
0186	DPR – Wilson Aquatic Center 4551 Fort Drive NW	\$ _____
0187	DPR – Takoma Aquatic Center 300 Van Buren St. NW	\$ _____
0188	DPR – Deanwood Recreation Center – 1350 49 <sup>th</sup> St. NE	\$ _____
0189	Penn Center 1709 3rd Street NE	\$ _____
0190	Kramer Annex 18th and Q St. SE	\$ _____
0191	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group D Option Year One Total</b>		<b>\$ _____</b>

**B.4.4.3 Option Year Two**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0282	OSSE – DC Village Bus Depot	\$ _____
0283	OSSE – 2115 5 <sup>th</sup> Street, NE	\$ _____
0284	OSSE – 1345 New York Ave, NE	\$ _____
0285	OSSE – 2000 Adams Place, NE	\$ _____
0286	DPR – Wilson Aquatic Center 4551 Fort Drive NW	\$ _____
0287	DPR – Takoma Aquatic Center 300 Van Buren St. NW	\$ _____
0288	DPR – Deanwood Recreation Center – 1350 49 <sup>th</sup> St. NE	\$ _____
0289	Penn Center 1709 3rd Street NE	\$ _____
0290	Kramer Annex 18th and Q St. SE	\$ _____
0291	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group D Option Year Two Total</b>		<b>\$ _____</b>

**B.4.4.4 Option Year Three**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0382	OSSE – DC Village Bus Depot	\$ _____
0383	OSSE – 2115 5 <sup>th</sup> Street, NE	\$ _____
0384	OSSE – 1345 New York Ave, NE	\$ _____
0385	OSSE – 2000 Adams Place, NE	\$ _____
0386	DPR – Wilson Aquatic Center 4551 Fort Drive NW	\$ _____
0387	DPR – Takoma Aquatic Center 300 Van Buren St. NW	\$ _____
0388	DPR – Deanwood Recreation Center – 1350 49 <sup>th</sup> St. NE	\$ _____
0389	Penn Center 1709 3rd Street NE	\$ _____
0390	Kramer Annex 18th and Q St. SE	\$ _____
0391	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group D Option Year Three Total</b>		<b>\$ _____</b>

**B.4.4.5 Option Year Four**

<b>Contract Line Item Number (CLIN)</b>	<b>Location</b>	<b>Price</b>
0482	OSSE – DC Village Bus Depot	\$ _____
0483	OSSE – 2115 5 <sup>th</sup> Street, NE	\$ _____
0484	OSSE – 1345 New York Ave, NE	\$ _____
0485	OSSE – 2000 Adams Place, NE	\$ _____
0486	DPR – Wilson Aquatic Center 4551 Fort Drive NW	\$ _____
0487	DPR – Takoma Aquatic Center 300 Van Buren St. NW	\$ _____
0488	DPR – Deanwood Recreation Center – 1350 49 <sup>th</sup> St. NE	\$ _____
0489	Penn Center 1709 3rd Street NE	\$ _____
0490	Kramer Annex 18th and Q St. SE	\$ _____
0491	Cost Reimbursement Not to Exceed Amount	\$ _____
<b>Aggregate Award Group D Option Year Four Total</b>		<b>\$ _____</b>

## SECTION C SCOPE OF WORK

### C.1 SCOPE

The District of Columbia (the "District"), Department of General Services, (DGS) is seeking a Contractor(s) to provide for janitorial and related supplemental services for District owned and leased facilities. The Contractor shall provide the management, supervision, labor, materials, supplies, and equipment necessary to successfully and effectively provide janitorial and related supplemental services ensuring a clean, safe, and well maintained facility. It is the goal of this procurement to provide clean, comfortable facilities that promote a positive work environment, business service areas, and other areas that are not readily visible to the public

#### C.1.1 APPLICABLE DOCUMENTS

The Contractor shall comply with the most recent versions and any future revisions to all applicable federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services. The following documents and any subsequent revisions are relevant to this procurement and are incorporated by this reference.

Item No.	Document Type	Title	Version/ Date
1	U.S. Law	U.S. Department of Labor Occupational Safety and Health Administration (OSHA) General Contractor's Quality Control Plan - 29 CFR Part 1900 Subparts A-P Occupational Safety and Health Standards 29 CFR, Part 1910, Construction Contractor's Quality Control Plan – 29 CFR Part 1926 Hazardous and Toxic Materials <a href="http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=standards&amp;p_toc_level=0">http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=standards&amp;p_toc_level=0</a>	2003 Ed.
2	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste <a href="http://codes.lp.findlaw.com/uscode/42/82/I/6901">http://codes.lp.findlaw.com/uscode/42/82/I/6901</a>	Most Recent
3	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 <a href="http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl">http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl</a>	Most Recent
4	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition <a href="http://www.epa.gov/epp/pubs/13101.pdf">http://www.epa.gov/epp/pubs/13101.pdf</a>	1998

Item No.	Document Type	Title	Version /Date
5	DC Law	The Clean and Affordable Energy Act <a href="http://bcap-energy.org/files/DC%20Clean%20Affordable%20Energy%20Act%2008.pdf">http://bcap-energy.org/files/DC Clean Affordable Energy Act 2008.pdf</a>	2008
6	D.C. Code	D.C. Official Code, Sections 10-1005, Parks, Public Buildings and Grounds at <a href="http://www.dccouncil.washington.dc.us">www.dccouncil.washington.dc.us</a>	2001 Ed. 2005 Supp.
7	D.C. Law	D.C. Code; § 2-303.04 (2001) Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 available at <a href="http://www.dccouncil.washington.dc.us">www.dccouncil.washington.dc.us</a>	April 13, 2005
8	D.C. Law	Department of Youth Rehabilitation Services Establishment Act of 2004 D.C. Official Code, Title II, Chapter 15, Subchapter I-A available at <a href="http://www.dccouncil.washington.dc.us">www.dccouncil.washington.dc.us</a>	April 12, 2005
9	D.C. Municipal Regulation	DC Solid Waste and Multi-Materials Management Act <a href="http://os.dc.gov/os/lib/os/info/odai/tile%2021/title21%20chapter20.pdf">http://os.dc.gov/os/lib/os/info/odai/tile 21/title21 chapter20.pdf</a>	1998
10	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing <a href="http://ocp.dc.gov/DC/OCP/e-Library/OCP+Policies+and+Procedures/Environmentally+Preferable+Purchasing">http://ocp.dc.gov/DC/OCP/e-Library/OCP+Policies+and+Procedures/Environmentally+Preferable+Purchasing</a>	10/01/2003
11	LEED Requirement	US Green Building Council: Leadership in Energy and Environmental Excellence (LEED SILVER) Standard available at <a href="http://www.usgbc.org">www.usgbc.org</a>	Most Recent
12	Industry Standards and Specifications	Vacuum Cleaner "Green Label/Green Label Plus" Testing Program <a href="http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm">http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm</a>	Most Recent
13	Industry Standards and Specifications	ANSI/ASEE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines <a href="http://global.ihs.com/doc_detail.cfm?currency_code=USD&amp;customer_id=2125492B3C0A&amp;oshid=2125492B3B0A&amp;shopping_cart_id=29255833284950344E5B2D332C0A&amp;rid=Z56A&amp;input_doc_number=ANSI%20A1264%2E2&amp;mid=5280&amp;input_doc_number=ANSI%20A1264%2E2&amp;country_code=US&amp;lang_code=ENGL&amp;item_s_key=00388431&amp;item_key_date=931231&amp;input_doc_number=ANSI%20A1264%2E2&amp;input_doc_title">http://global.ihs.com/doc_detail.cfm?currency_code=USD&amp;customer_id=2125492B3C0A&amp;oshid=2125492B3B0A&amp;shopping_cart_id=29255833284950344E5B2D332C0A&amp;rid=Z56A&amp;input_doc_number=ANSI%20A1264%2E2&amp;mid=5280&amp;input_doc_number=ANSI%20A1264%2E2&amp;country_code=US&amp;lang_code=ENGL&amp;item_s_key=00388431&amp;item_key_date=931231&amp;input_doc_number=ANSI%20A1264%2E2&amp;input_doc_title</a>	Most Recent

Item No.	Document Type	Title	Version/ Date
14	Consent Decree	District - Sierra Club Consent Decree <a href="http://www.environmentalintegrity.org/news_reports/documents/ConsentDecree.pdf">http://www.environmentalintegrity.org/news_reports/documents/ConsentDecree.pdf</a>	Most Recent
15	Federal Guidelines	Center for Disease Control Protocols <a href="http://www.cdc.gov/">http://www.cdc.gov/</a>	Most Recent
16	Industry Standard	ASTM E1971-98: Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings <a href="http://www.astm.org">www.astm.org</a>	Most Recent

### **C.1.2 DEFINITIONS – See Attachment 14**

## **C.2 BACKGROUND**

The DGS, Facilities Division (FD), is the lead agency in the District responsible for the management, care and operation of District real property assets. The FD provides management, maintenance, engineering, and janitorial services for over three hundred (300) owned and leased properties. These properties include office building, warehouses, residential facilities, and vacant schools, medical facilities, Stadium Armory/RFK, and the Eastern Market.

## **C.3 REQUIREMENTS**

The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, and services, except as may be expressly set forth as District furnished, and otherwise do all things necessary to or incident to, perform and provide the work efforts described in this section.

### **C.3.1 INTERNAL CLEANING SERVICES**

The Contractor shall provide standard services and standard planned services of a custodial nature for the interior of various facilities. The Contractor shall use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.

#### **C.3.1.1 Floor Care and Services**

The Contractor shall provide standard floor services and standard planned floor services for the work items listed below:

**C.3.1.1.1 Floors**

The Contractor shall ensure floors, base moldings, and grout are clean and free of debris including, but not limited to, dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The Contractor shall ensure floors maintain their natural luster and not have a dull appearance and wet mopped floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. Additionally, the Contractor shall ensure floors are slip resistant, surfaces, baseboards, and corners are clean and dry, walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment and there shall be no visible buildup of finish in corners or crevices. In addition, the Contractor shall at a minimum:

- a. Sweep all non-carpeted floors, to include staircases, closets and offices, once daily (unless directed otherwise by the COTR) between the last three hours of the work day and dispose of all material collected from sweeping.
- b. Vacuum all carpeted floors once daily (unless directed otherwise by the COTR), either prior to 8:30AM; or after 4:00PM.
- c. Mop all non-carpeted floors, to include staircases, once per week, either prior to 8:30AM; or after 4:00PM.
- d. Supply, place and remove appropriate and proper signs/warning signs for wet floors in order to ensure end user safety.

**C.3.1.1.2 Floor Care Services**

The Contractor shall provide floor care services as described below:

- a. **Laminated Flooring (ADP Floors):** Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.
- b. **Asphalt Floors:** Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- c. **Granite and Marble Floors (Crystallization):** All applicable floor areas shall be maintained in accordance with contractor's Quality Control Plan. Surfaces shall be maintained clean and free of smudges, dust, dirt, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces should be cleaned with a dampened dust cloth. THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.
- d. **Loading Dock Floors:** Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA) (Applicable Document #2). The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Policing should be done, at a minimum, three (3) times a day.



- e. **Stripping and Finishing:** The Contractor shall perform full scale stripping, waxing and finishing standard planned services on a quarterly basis. The old finish or wax shall be removed in accordance with standard commercial practices (Applicable Document #16). Spots shall be eliminated. There shall be no evidence of gum, bums, scuffmarks, or wax build-up in corners or crevices. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.
- f. **Buff and Shine:** All floors shall be buffed to an industry standard or the Contractor shall perform buffing in high traffic areas standard planned services on a bi-weekly basis and low traffic areas on a monthly basis, manufacture standard. See Attachment J.11 for details regarding scheduling. High traffic areas shall be identified after award by the COTR.
- g. **Sealing:** The Contractor shall apply industry standard sealant to appropriate floors on a semi-annual basis. Sealant shall adhere to the floor. Floor areas shall be evenly coated with a slip resistant seal. Sealant shall only be applied to appropriate floors. See Attachment J.11 for details regarding scheduling.
- h. **Stairwells and Landings:** Surfaces shall be free of dust, dirt, spillage, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages as further defined in Room Cleaning.
- i. **Wood Floors:** There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring. The Contractor shall mop all non-carpeted floors, to include staircases, once per week, either prior to 8:30AM or after 4:00PM.
- j. **Carpet and Rug Service:** Carpeted areas shall be maintained, cleaned, and free of spots and odors. Floors, base moldings, and grout shall be clean and free of debris including, but not limited to, dirt, string, gum, tar, and other foreign matter. The Contractor shall vacuum all carpeted floors every business day either prior to 8:30AM or after 4:00PM.
- k. **Carpeting in Main Public Areas:** The Contractor shall maintain rugs and carpet clean and free of spots and odors. There shall not be any visible dirt, soil substances, spillages, or removable stains. Build-ups, spills, and crusted material shall be removed along with spots and smears. There shall be no evidence of carpet fuzzing or deterioration as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.
- l. **Spot Cleaning:** Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material. Spot cleaning shall be accomplished by cleaning only the immediate affected area to remove any

evidence of the dirt, soil, debris, liquid, stains, or other foreign materials which made the cleaning necessary.

1. Carpet spotting shall be completed, wherever necessary, once per week.
  2. If carpet spotting does not accomplish the goals outlined in item 1 above, Contractor shall notify the COTR if carpet/flooring needs replacement.
- m. **Vacuuming:** Carpet surfaces are to be free of dirt, dust, crumbs, and other debris. Vacuuming shall be done at a minimum frequency that will protect the integrity of the carpet and prolong wear. Basic vacuuming (e.g. all high traffic areas and main hallways/walkways) shall be done on a daily basis. Detail vacuuming (e.g. all high traffic areas, all main hallways/walkways, all offices, all conference rooms, cubicles, and all workrooms) shall be done once daily.
1. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program (Applicable Document #12)
- n. **Carpet Shampooing and Extraction Cleaning:** The Contractor shall take measures to prevent the growth of mold. The carpet shall be dry before tenants occupy the building on the next business day. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment shall be coordinated with the COTR, BM, and BMS prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. Carpet shampooing and extraction cleaning standard planned services shall be on a semi-annual basis. See Attachment J.11 for details regarding scheduling.
- o. **Carpeting in Conference Rooms, Offices, and Other Rooms:** These areas shall be cleaned in accordance with the above standards.
- p. **Floor Mats and Runners Care - Carpeted Mats and Runners:** Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the COTR, BM, and BMS so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines (Applicable Document #13). In the event of wet or inclement weather mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the BM and/or BMS prior to the building occupants reporting to work. Wet or inclement weather mats and

runners shall be removed, cleaned, and stored by the Contractor when the BM and/or BMS has determined that they are no longer required.

- q. **Rubberized or Specialized Mats:** Certain facilities have specialized flooring, for further details regarding specialized flooring needs.

#### **C.3.1.2 Standard Restroom(s), Shower Room(s), Locker Room(s), and Holding Cell(s) Services**

The Contractor shall provide standard restroom, shower room, locker room, and holding cell cleaning services for the work items listed below. The Contractor shall provide Restroom(s), Shower Room(s), Locker Room(s), and Holding Cell(s) Services in accordance with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030 (Applicable Document #1) and in the case of human waste or fluids all cleaning and disposal shall follow Blood Borne Pathogens as specified in (OSHA) 29 CFR 1910.1030 (Applicable Document #1). The Contractor shall ensure at a minimum:

- a. **Standard Restrooms, Shower Rooms, and Locker Rooms:** All standard restrooms, shower rooms, and locker rooms services are provided in accordance with the above standards, on a daily basis.
- b. **Plumbing fixtures, Surfaces, and Additional Fixtures:** All plumbing fixtures, surfaces, and additional fixtures including pipes, washbasins, urinals, modesty panels, toilets, shower stalls, and etc. shall be clean, disinfected, and bright with no obvious dust, stains, streaks, soil substances, rust, mold, or encrustation and cleaned on a daily basis.
- c. **Floor and Wall Grout:** All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup.
- d. **Partitions, Doors, Vents, Sills, and other Walls:** Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluid, waste, and graffiti. There shall be no sign of obvious dust, soil substances, or dirt on the walls, mirrors, stalls, and metal surfaces. These areas shall present a clean and sanitized appearance and shall be maintained odor free.
- e. **Partitions, Doors, Vents, Sills, and other Walls:** All partitions, doors, vents, sills, and other walls shall be cleaned on a weekly basis.
- f. **Blood and Bodily Fluids:** Should blood, bodily fluid substances, or any unsanitary condition be present, the Contractor shall clean the substance and sanitize as appropriate and per government regulations.

- g. **Waste receptacles and sanitary Napkins:** Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at a minimum of once daily.
- h. **Dispensers:** The District shall provide dispensers unless otherwise specified by the COTR. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. The Contractor shall supply automatic air-fresheners in restrooms and locker rooms and shall replenish as per manufactures recommendations. Supplies for dispensers including but not limited to toilet seat covers, toilet tissue, towels, soap, etc., shall be continuously maintained and refilled throughout the day as necessary to meet the needs of the tenants.
  - 1. All soap dispensers shall be refilled each time levels become 75% finished.
  - 2. All loose paper towel dispensers shall be refilled ech time levels become 75% finished.
  - 3. All rolling paper towel dispensers shall be replaced when levels become 80% finished.
- i. **Floors:** Unless otherwise indicated, the quality standard for this item is the same as that described in "Floor Care" of this contract under Section C.3.1.1.2.
- j. **Mirror Cleaning:** All mirrored surfaces, shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

#### **C.3.1.2.1 Restroom(s) Services**

The Contractor shall clean these areas in accordance with the above standards. Additionally, they shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing. Restrooms shall be policed per the needs and/or use of the tenants to prevent trash from accumulating. Commode seats and sinks shall be wiped during policing to maintain a clean appearance.

- a. Restroom service shall be provided once daily at all buildings except for locations marked "Priority Service Requirements Necessary (PSRN) and
- b. Restroom service shall be provided twice daily at all buildings marked PSRN.

#### **C.3.1.2.2 Holding Cell(s) Services**

The Contractor shall clean Holding Cells in accordance with the above standards daily unless otherwise specified. The Contractor shall conduct monthly pressure washing of all floors and walls adjacent to sally ports with a disinfectant spray, followed by squeegee drying the surfaces. See Attachment J.11 for details regarding scheduling.

### C.3.1.3 Room Cleaning Services

The Contractor shall provide standard room cleaning services for the work items listed below. The basic standard of services provided shall be of the highest quality. The custodial services provided shall be of the highest quality and policed at a frequency to maintain a clean appearance at all times. These areas shall be completely free from removable dirt, dust, soil substances, stains, or marks.

- a. **Entrances and Lobbies** The basic standard of services provided shall be consistent with “Room Cleaning” and “Floor Services” specifications of this contract; however entrances and lobbies are high visibility areas, therefore, the Contractor shall give special attention to these areas. The custodial services provided shall be of the highest quality and policed at a frequency to maintain a clean appearance at all times. All entrances and lobbies shall be serviced twice daily.
- b. **Corridors and Areaways** The Contractor shall clean floor surfaces to make sure they are free of trash, debris, dirt, marks, or foreign matter. The floor surfaces shall have a uniform appearance without unsightly buildup of debris or dust and shall be slip resistant. Walls and baseboards shall be free of water splashes and markings. Metal surfaces shall be polished. Glass surfaces shall be clean and free of dirt, grime, dust, streaks, watermarks, spots, and shall not be cloudy. All corridor and areaways shall be serviced once daily.
- c. **Elevators** The Contractor shall clean all vertical and horizontal surfaces. All surfaces shall be clean and free of obvious dirt, dust, smudges, soil substances or other foreign matter. Metal surfaces shall be free of obvious smears, smudges, or soil substances. Carpeted surfaces and elevator door tracks shall be clean and maintained free of soil or foreign substances. Surfaces shall be clean and free of finger marks, smudges, and spills. Floors requiring a finish shall be maintained at a high luster. All elevators shall be serviced every third business day, with the exception of flooring.
- d. **Exposed Surfaces, Treads, Risers and Landings** Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris. All stairwells, escalators, entrances, landings, railings, riders, ledgers, grills, doors and surrounding areas shall be serviced once daily.
- e. **Guard Booth/Desk or Counters** Services provided shall be consistent with “Room Cleaning” specifications of this contract. Guard booths shall be serviced once daily.

- f. **Interior Loading Areas/Platforms/Ramps** The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Frequent policing is required. Interior loading areas/platforms and ramps shall be serviced once daily.
- g. **Vending Areas, Break-Rooms, Kitchen, Pantry and Lunch Areas** The Contractor shall perform exterior and interior refrigerator cleaning standard planned services on a weekly basis (every Friday.) All areas that are included in the vending space and seating areas shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, soil, and show no signs of obvious trash and debris. Due to daily, heavy personnel usage, additional cleaning and policing shall be provided to ensure these areas and furniture therein is clean and sanitary. Counters, exterior of vending machines and all appliances shall be maintained clean and free of spillages, spots, smudges, or marks. The finished floor area shall be free of dirt, spots, spillages, and soil and shall be maintained in accordance with the "Floor Services" portion of this contract. The interiors and exteriors of the refrigerators shall be completely emptied and cleaned on a weekly basis (every Friday.) The exterior and interior of all microwave appliances shall be wiped down and cleaned on a daily basis. See Attachment J.11 for details regarding scheduling. Vending areas, break rooms, kitchen, pantry and lunch areas shall be serviced every business day at 10:00AM and again at 6:00PM.

#### **C.3.1.4 All Spaces Not Specifically Identified Elsewhere in the Contract**

The Contractor shall ensure all space within the building are clean and show no signs of negligent custodial practices. The Contractor shall ensure

- a. Room furnishings and walls shall be free of obvious dirt and dust, cobwebs, and stains;
- b. Floor surfaces shall be maintained and clean and free of dirt, soil substances and debris;
- c. All surfaces shall present a uniform luster, free of spots, scuffmarks, and spillages; and
- d. Horizontal spaces, working papers shall not be disturbed.

#### **C.3.1.5 Surfaces**

The Contractor shall ensure building surfaces are maintained as follows:

- a. **Horizontal Surfaces:** All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.
- b. **Metal, Brass and Woodwork:** Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges,

dirt, soil substances, encrustation, and streaks and shall present a uniform polished appearance.

- c. **Marble Wainscoting:** Surfaces shall be maintained clean and free of smudges, dirt, dust, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces shall be cleaned with a dampened dust cloth. NOTE: THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES. Marble Wainscoting shall be done once weekly.
- d. **Glass Cleaning:** All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70'' of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. Glass cleaning shall be done every third business day with the exception of restroom mirrors. Restroom mirror service shall be completed daily.
- e. **Drinking Fountains:** All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance. Drinking fountain service shall be provided daily.
- f. **General Fixtures:** Fixtures and surfaces shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.
- g. **Walls**
  - 1. Clean Spots and/or Marks: Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.
  - 2. Wall service shall be provided on a bi-weekly basis for each wall.
- h. **High Dusting/Cleaning:** High dusting/cleaning is any interior room cleaning of seventy inches (70'') and above. High dusting services shall be completed on a semi-annual basis. The Contractor shall perform semi-annual high dusting standard planned services on a bi-annual basis. Surfaces shall be free from all dust, lint, litter and soil (beyond 70''). Walls shall be free from dirt, smudges and markings. Ceiling shall be free from cobwebs and loose dirt. See the Attachment J.11 for details regarding scheduling.

#### **C.3.1.6 Trash, Wastebaskets, and Recycling:**

- a. **Trash:** All trash (including restrooms) shall be collected and removed. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash,

debris containers, and recycling bins shall not be torn, worn, or contain residue.

- b. **Recycling:** The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas. Recycling containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash, debris containers, and recycling bins shall not be torn, worn, or contain residue. Cardboard side of desk recycling boxes shall be provided by the Contractors to each individual within the facility. Multiport Trash and Recycling common area bins shall be provided by the Contractors to each common area (i.e. break room, lunchroom, and etc.) within the facility.
- c. **Hazardous Materials:** The Contractor shall notify the COTR, BM, and/or BMS of any item or material identified by the EPA (Applicable Document #2) and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, observed in the trash or recycling receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (40 CFR Parts 260-273) (Applicable Document #3).
- d. **Medical Sharps:** Medical sharps shall be disposed of by the Contractor in accordance with State and Federal Department of Transportation requirements (49 CFR Part 173). Waste containers provided by the District shall comply with OSHA, 29 CFR Part 1910.1030 (Applicable Document #1).
- e. **Trash and Recyclables Collection Process** The standards established from the ruling in the District case DC Gov VS. Sierra Club 2001(Revised 2005) (Applicable Document #14) dictates responsibilities for District solicitations of recycling services and Contractor reporting of recycling data. Therefore the following protocol shall be followed.
- f. **Collection and Disposal:** The Contractor shall provide clearly labeled "Recycling Only" Utility Collection Carts to collect and transport recyclable materials within the Facility. The Contractor shall never store or transport recyclables and trash together (even if bagged separately) in the same Utility Collection Cart, unless is a compartmentalized cart in order to avoid or give the appearance of contamination.
  - 1. The Contractor shall collect recyclables on a daily basis from offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42" high holding white ledger paper and/or mixed



- paper and smaller corrugated boxes approximately 18” high holding newspapers. Other centralized containers may also be composed of a plastic material. Utility Collection Carts containing recyclable materials shall be taken to the loading dock or designated hauling pick-up point within the premises to be emptied into “Recycling” designated hauling containers for transport to a recycling center.
2. Contractor shall provide descriptive labels (Spanish and English) on all containers used to transport trash or recyclables to the loading dock or designated hauling pick-up point within each building.
  3. Contractor shall, at a minimum collect, for recycling purposes the following materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials as deemed appropriate by the District).
  4. Contractor shall pull corrugated containers from the trash stream and place them in designated recycling containers. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. Note: corrugated cardboard should never be placed in trash dumpsters or compactors for disposal.
  5. The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.
  6. The Contractor shall weigh each week all recycling materials using scales (1) existing at the facility, (2) on hauler’s trucks equipped with weighing capability, or (3) provided by the Contractor under the direction of the COTR. The Contractor shall complete and submit the Weekly Recyclable Weight forms to the COTR. See Attachment J.15 for further information.
- g. **Plate Glass:** All glass (to include glass over and in exterior and vestibule doors, spandrel glass, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy.
- h. **Window Washing-Interior** Window sashes, sills, woodwork, and other surrounding of glass shall be wiped free of drippings and other watermarks. In addition, windows shall be thoroughly cleaned (free of dirt, grime, streaks, and moisture, and shall not be cloudy) from corner to corner on the interior on an annual basis. See **Attachment J.11** for details regarding scheduling. Interior window washing shall be completed on a semi-annual basis.
- i. **Window Blinds and Coverings (Not including Drapes, Curtains, and Unique Coverings):**

1. Windows and blinds services shall be completed on a semi-annual basis.
2. Dusting: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Non-operational blinds and coverings shall be reported to the COTR, BM and/or BMS for repair.
3. Washing: Both sides of blinds and coverings shall be washed annually. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

### **C.3.1.7 Specialized Facilities-Fitness Center(s) at MPD Districts and Eastern Market**

The Contractor shall clean and sanitize fitness centers at MPD Districts and Eastern Market in accordance with the standard service requirements, with close attention paid to OSHA 29 CFR 1910.1030 (Applicable Document #1) and in the case of human waste or fluids all cleaning and disposal shall follow Blood Borne Pathogens as specified in OSHA 29 CFR 1910.1030 (Applicable Document #1). In addition, the Contractor shall comply with any manufacture recommendations. The Contractor shall regularly and thoroughly sanitize and disinfect common areas. The Contractor shall service Specialized Facilities-Fitness Center(s) and the Eastern Market shall be serviced on a daily basis as described in C.3.1.7.1 and C.3.1.7.2 respectively.

#### **C.3.1.7.1 Specialized Standard Cleaning-Fitness Centers**

The Contractor shall provide the following services daily at Specialized Facilities-Fitness Center(s) at MPD Districts:

- a. **Surfaces:** All metal (door frames and handles, fixtures, exercise equipment) and glazed surfaces (including partitions), shall be free of smears, finger marks, and streaks. All metal and glaze surfaces shall have a uniform.
- b. **Equipment:** All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges.
- c. **Specialized Flooring:** Services provided shall be consistent with the "Floor Services" specifications of this contract unless otherwise noted by manufacture needs or specialized flooring materials, such as fitness center rubber mat flooring.

#### **C.3.1.8 Specialized Standard Cleaning-Eastern Market**

The Contractor shall ensure that Eastern Market is maintained at a high standard of cleanliness. Additionally, there are special events and porter services requested for this facility. All items listed below are in addition to, not replacement of, standard services.

- a. **Porter Services:** Due to the public use of this facility on a daily and/or weekly basis a female Contract staffer is requested to assist in the restroom clean up and basic janitorial duties.
- b. **North Hall Events:** At least eight (8) times a month there are afterhours events in the North Hall portion of Eastern Market that require a Contractor staffer stay until 1am to provide porter service and event clean up.
- c. **Requirements for Specific Days of the Week:**
  1. Friday: A detailed sweeping of the Farmer's Line Shed, and the North Hall Plaza in preparation for Saturday morning.
  2. Saturday and Sunday: Remove trash from garbage cans at the Natatorium to ensure overflow does not occur. Remove debris from grounds of the Natatorium and sidewalk surrounding the market over the course of the day. Thorough removal of debris from grounds of Natatorium at the end of the day. Set up and break down umbrellas, chairs and tables at Natatorium.
  3. Monday (Eastern Market is Closed) - A thorough cleaning session should be conducted including, but not limited to:
    - i. Floor Services these areas shall be cleaned in accordance with the above standards
    - ii. Break down boxes
    - iii. Clean out trash cans
    - iv. Window and Door cleaning these areas shall be cleaned in accordance with the above standards.
    - v. Bathroom cleaning these areas shall be cleaned in accordance with the above standards.
    - vi. Dance floor cleaning these areas shall be cleaned in accordance with the above standards.

### **C.3.2 EXTERIOR CLEANING**

The Contractor shall provide standard services and standard planned services of a custodial nature for the exterior of various facilities as described below.

#### **C.3.2.1 General Appearance and Policing**

- C.3.2.1.1** The Contractor shall provide exterior standard services for the work items listed below. The Contractor shall ensure all exterior areas are clean in appearance,

free of litter, dirt, trash, debris and discarded items with no obvious signs of removable stains or foreign matter on concrete, brick, or other hard surfaces. The Contractor shall ensure all exterior areas surrounding the building shall be policed at a frequency to prevent trash and debris from accumulating; this includes the possible deposition of syringes, human and avian excrement.

**C.3.2.1.2** The Contractor shall take into consideration that exterior grounds are heavily used as a smoking area; therefore, policing services are required at a frequency to maintain a clean appearance. Hosing down exterior areas surrounding the building may be required by the COTR, BM, and/or BMS, weather permitting. When exterior cleaning or policing is performed, persons shall use all safety equipment and procedures required in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030 (Applicable Document #1).

**C.3.2.1.3** The Contractor shall provide exterior cleaning services s twice daily, once in the morning and a second time in the late afternoon.

### **C.3.2.2 Policing Outside Areas**

The Contractor shall ensure, at a minimum, the following exterior cleaning services are provided:

- a. **Policing:** All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, trash/recycling bins, platforms, driveways, ramps, lanes, etc) shall be clean of gum, litter, debris, paper, trash, and other discarded material;
- b. **Unimproved Grounds:** All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.
- c. **Fence Lines:** Fence lines shall be cleared of trash, debris, and other discarded material;
- d. **Exterior Trash Dumpsters, Compactors, and Recycle Bins:** The Contractor shall maintain the areas around the exterior bins free of trash, debris, and clutter.

### **C.3.2.3 Exterior Plate Glass**

The Contractor shall ensure all glass including spandrel glass, glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules is clean and free of dirt, grime, streaks and moisture, and shall not be cloudy.

### **C.3.2.4 Exterior Window Washing**

**C.3.2.4.1** The Contractor shall perform exterior window washing standard planned services on an annual basis. The Contractor shall clean both sides of the glass to ensure the glass is clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. The Contractor shall wipe and clean window sashes, sills, woodwork, and other areas surrounding the glass so that the area is free of drippings and other watermarks. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

**C.3.2.4.2** The Contractor shall ensure window washing work is performed consistent with safety requirements promulgated by the OSHA (Applicable Document #1) including adequate fall protection for window washers.

**C.3.2.5 Exterior Canopies**

The Contractor shall ensure all canopies and anything affixed to, or included in the surfaces of canopies is clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris on a quarterly basis.

**C.3.2.6 Exterior Hard Surface Areas**

**C.3.2.6.1** The Contractor shall ensure all areas including sidewalks, brick areas, hard surfaces, parking areas, garages, docks, moats, platforms, driveways, ramps, lanes, etc. shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease with no residual dirt. In addition, the Contractor shall ensure all spill residue and clean-up materials be disposed in accordance with the EPA and local regulatory agency requirements.

**C.3.2.6.2** The Contractor shall provide, for the purpose of removal of trash, debris, and spill residue exterior hard surface area services cleaning twice daily, once in the morning and a second time in the afternoon.

**C.3.2.6.3** The Contractor shall provide, for the purpose of removal of gum, hard debris, oil and grease, exterior hard surface services shall be performed on a bi-weekly basis.

**C.3.2.7 Exterior Ash Receptacles and Trash Containers**

The Contractor shall collect and remove all trash to a location designated by the COTR, BM and/or BMS. The Contractor shall empty trash containers and ash receptacles and ensure receptacles are emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled material. The Contractor shall replenish sand in ash receptacles as necessary. The Contractor shall replace and ensure plastic liners for all trash containers are not torn, worn, or contain residue. The Contractor shall provide exterior ash receptacles and trash container services on a daily basis, unless otherwise specified by the COTR. .

**C.3.2.8 Exterior Surfaces (Signs, Vending machines, Tables, and etc.)**

The Contractor shall clean exterior surfaces ensuring the surface is free of dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streak with spill residue and clean-up materials /disposed of properly.

**C.3.2.9 Parking Structures, Parking Lot(s), Garages, and Exterior Loading Dock Areas**

**C.3.2.9.1** The Contractor shall remove all dirt, debris, residue, gum, grease, and tar in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the ground. The Contractor shall ensure areas are clean and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA) (Applicable Document #2), and local regulatory agency requirements.

**C.3.2.9.2** The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. The Contractor shall perform daily policing.

**C.3.2.9.3** The Contractor shall conduct annual pressure washing of all floors and walls of the exterior loading dock areas only. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

**C.3.2.9.4** The Contractor shall police parking Structures, parking lots, garages, and exterior loading docks services are required once a day, each day and should be provided toward the later part of the work day.

**C.3.2.10 Exterior Excrement Removal (Human)**

The Contractor shall ensure all steps and stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control (CDC) protocols (Applicable Document #15). The Contractor shall maintain knowledge of cautionary requirements in cleaning areas contaminated by human excrement. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards (Applicable Document #1). NOTE: Historically, excrement removal practices often mandate the application of a disinfectant on the excrement prior to its removal and/or on the affected surfaces after the removal process. Nowadays, most authorities agree that there is no need to apply anything to the excrement except water, although the use of a detergent will help remove the excrement from the surface. Since the route of the infection with harmful organisms living in the excrement is via respiration, they are

rendered biologically neutral if they are not airborne. In many cases, the most efficient way to apply water under low pressure to dry excrement is by means of a hand-operated sprayer.

### **C.3.3 SUPPLEMENTAL SERVICES**

**C.3.3.1** The Contractor shall provide interior and exterior supplemental services to fulfill the District's intermittent need for work that are outside the required frequency of standard or standard planned services. These services are in addition, not in replacement of, the services specified as standard or standard planned and described in Section C.3.1 and C.3.2.

**C.3.3.2** The determination of whether such services qualify as reimbursable depends upon when and why the service is performed.

**C.3.3.3** The Contractor shall provide all supplemental services when requested and approved in writing by the CO.

**C.3.3.4** The Contractor shall upon the CO or COTR approval proceed to perform the supplemental services within forty-eight (48) hours upon initial notification for normal request for service, or within two (2) hours upon initial notification if under emergency situation. The Contractor shall adhere to approval times to commence performance and acceptable completion of such tasks as directed by the COTR.

**C.3.3.5** The Contractor shall submit invoices for supplemental services separate from the monthly fixed invoices for standard services.

### **C.3.3.6 Cost Reimbursement Ceiling**

- a. Cost reimbursement ceiling for this contract is set forth in Section B.4.
- b. The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.4.
- c. The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.
- d. The Contractor must notify the CO in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- e. As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- f. The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified

in Section B.4 until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

- g. No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- h. If any cost reimbursement ceiling specified in Section B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- i. A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.4 , unless the change order specifically increases the cost reimbursement ceiling in Section B.4.
- j. Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

#### **C.3.3.7 Approvals**

After approval by the District, the Contractor may perform Supplemental Services. Any cost of \$5,000.00 or more will require the CO's approval through a Task Order. In addition to payments based on the firm fixed-price, the District will pay the Contractor on a direct cost reimbursement basis when supplemental services are performed on request and are outside the scope of standard services" or "standard planed services" basic standard services.

#### **C.3.4 GREEN CLEANING**

**C.3.4.1** The Contractor shall reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.

**C.3.4.1.1** The Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a Green Cleaning Plan (GCP) to the COTR. The GCP shall describe methods, materials, and equipment used under the contract.

**C.3.4.2** The Contractor's shall submit to the COTR a Green Cleaning Product Volume Report which shall clearly report the use by liter volume amount by facility of Green Cleaning products used. Green cleaning products and processes include,



but are not limited to, products containing recycled content, bio based products, and products and/or services that minimize the use of energy, water, and other resources. Specific products of concern with specified Post Consumer Recycled Content (PCRC) amounts are as follows:

- a. Trash Liners shall contain a minimum of 20% PCRC and
- b. Products shipped in recyclable packaging (i.e. cardboard packaging) shall contain a minimum of 35% PCRB.

**C.3.4.3.1** In addition, the Contractor shall utilize environmentally preferable products and services (i.e. paper goods) meeting EPA CPG requirements (Applicable Document #2) and are chlorine free and vacuum equipment with HEPA filtration.

### **C.3.5 JANITORIAL SERVICES SUPPORTING REQUIREMENTS**

#### **C.3.5.1 Staff and Supervision**

##### **C.3.5.1.1 Staffing and Work Schedules**

The Contractor shall maintain the following service level specifications. The service level specifications for each facility are provided in Attachment J.10:

- a. **Non-PSRN Buildings:** There shall be no explicit staffing requirements at non-PSRN buildings, except that staffing is required sufficient to provide the levels and frequencies of services required and at that staffing is in accordance with all performance standards in this solicitation.
- b. **Priority Service Requirements Necessary (PSRN)**
  1. Monday through Friday from 7:00AM until 7PM, with one staff member on an 8 hour shift; and a second staff member on a 4 hour shift.
  2. Weekend Staffing: Buildings identified as Priority Service Requirements Necessary (PSRN). Will require weekend services as follows:
    - i. Saturday, 1 employee for a 4.5 hour shift. (morning)
    - ii. Sunday, 1 employee for a 4.5 hour shift (afternoon)
    - iii. All services are to be performed in accordance with the terms of an awarded contract and subsequent schedules.
- c. **Priority Service Requirements Necessary-1 (PSRN1) Staffing Requirements** The Contractor shall staff all buildings identified as PSRN-1 at the following levels:

1. Weekday staffing: Monday through Friday from 7:00AM until 7PM, with one staff member on an 8 hour shift; and a second staff member on a 4 hour shift.
2. Weekend staffing: Saturday, 1 employee for an 8 hour shift, from 7:00AM; and a second employee (part-time), from 4:00PM for a 4.5 hour shift.
3. Weekend staffing: Sunday, 1 employee for an 8 hour shift, from 7:00AM; and a second employee (part-time), from 4:00PM for a 4.5 hour shift.

**C.3.5.1.2 Schedule**

The Contractor shall develop and submit a detailed staffing list to include, but is not limited to, the number of staff to be assigned to each building, hiring plans, and shift schedules. The Contractor shall provide the COTR with an emergency contact telephone number(s) and emergency contact email address.

**C.3.5.1.3 Strike Contingency Plan**

The Contractor shall develop and submit a Strike Contingency Plan (SCP). The SCP shall describe in detail how the Contractor shall staff the building to provide the required services in event of a strike by the Contractor's employees.

**C.3.5.1.4 Supervision**

The Contractor shall provide the supervision of staff and make the management and operational decisions required to successfully provide the required services at the quality standards described.

**C.3.5.1.5 Staff Training**

- C.3.5.1.5.1** The Contractor shall communicate all terms, standards, policies and conditions outlined within this scope of work to Contractor employees. The Contractor shall provide a training program to ensure that Contractor employees are capable of successfully accomplishing all work task(s) under this contract.

**C.3.5.1.5.2 Training and Certifications**

The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including sub-Contractor employees) shall meet the experience and certification requirements defined in this contract.

**C.3.5.1.6 Employees Contact**

The Contractor shall provide the names of the Contractor's employees as well as subContractors and their employees who will fulfill the requirements of this contract to the COTR. The Contractor shall provide a list of contacts for each job site (names, titles & phone numbers) to the COTR.

#### **C.3.5.1.7 Daily Sign-In and Sign-Out**

The Contractor shall keep a daily sign-in/sign-out log of Contractor personnel.

#### **C.3.5.1.8 Security Requirements**

- a. The Contractor shall comply with all security requirements and procedures of the facility.
- b. The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).
- c. The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DGS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks but the staff member shall be supervised at all times pending the results of the criminal background checks and at no time provide services to youth residences independent of supervision.
- d. The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DGS through the COTR, any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by DGS which will determine the employee's suitability for continued employment.
- e. The Contractor shall maintain staff records including applications, licenses, certifications, security and medical clearances, satisfactory criminal

background clearance, child protection register clearance, drug and alcohol screening.

- f. The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- g. The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.
- h. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards (Applicable Document #1) for the products being used.
- i. The Contractor shall obtain Facility Access Badges for all staff and the staff of subcontractors, as applicable, prior to providing services: All contractors are required to obtain a contractor ID and access badge from the District. The Contractor is responsible for all costs associated with obtaining id and access credentials/badges. The Contractor shall obtain clearance and credentials by completing the following steps:
  - 1. Visit the Metropolitan Police Department Henry J. Daly Bldg., 300 Indiana Avenue NW;
  - 2. Complete a PD Form 70 (Criminal History Request) for a record check. This form is available at the Arrest and Criminal History Section; Room 3055. Most requests will be processed while you wait, generally between 15-45 minutes. One of the following documents are needed to make the request:
    - i. Government Issued Photo ID, such as, Driver's License or Non-Driver's ID
    - ii. Original Birth Certificate **and** Social Security Card.
  - 3. Pay a fee of \$7 is required (cash or money orders only, payable to DC Treasurer; no credit cards or personal checks);
  - 4. Complete and sign the Non-Employee ID Credential Request form once Police Clearance has been obtained;
  - 5. Submit the Police Clearance documentation, original ID Credential Request form and a legible copy of the staff member's driver's license to DGS for processing.

### **C.3.5.2 Equipment and Supplies**

#### **C.3.5.2.1 Equipment Inventory**

The Contractor shall provide an inventory list of equipment and supplies that will be used to fulfill the requirements of this contract to the COTR.

### **C.3.5.2.2 Supplies and Green Products**

**C.3.5.2.2.1** The Contractor shall provide Material Safety Data Sheet (MSDS) all products used. The Contractor shall provide new MSDS if products change. The Contractor shall maintain copies of all forms should be housed at each facility and copies provided to the COTR.

**C.3.5.2.2.2** The Contractor shall utilize environmentally preferably janitorial products, specifically: The Contractor shall provide environmentally preferable and effective janitorial products that support the District's environmentally preferable purchasing (EPP) initiative (Applicable Document #10) which emphasizes products and services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

**C.3.5.2.2.2** Janitorial products subject to the requirements of this clause include the following:

<b>Janitorial Products Subject to Green Cleaning or Environmentally Friendly Clause</b>	
All Purpose Cleaner	General Degreaser
Bathroom Cleaner	General Disinfectant
Bathroom Deodorizer	Glass/Window Cleaner
Bathroom Disinfectant	Graffiti Remover
Bathroom Hand Cleanser/Soap	Gum Remover
Carpet Cleaner	Lime and Scale Remover
Chrome and Brass Cleaner/Polish	Solvent Spotter
Floor Stripper/Finisher	Urinal Deodorizer/Cleaner
Furniture Polish	Wood/Floor/Wax Cleaner\

### **C.3.5.2.2.3 Prohibited Cleaning Products**

The Contractor shall not use the following products, because they pose an unacceptable risk to the person using the product, building occupants and the environment:

<b>Janitorial Products Subject to Prohibited Cleaning Products Clause</b>	
Alkyl phenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitrlotriacetic Acid

CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform;1,1,1,-TCE	Trichlorethylene
Methyl Ethyl Ketone	

#### **C.3.5.2.3 Delivery of Supplies**

The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to District agency operations. Unless otherwise approved by the COTR, such deliveries shall be made weekdays before 6:00 p.m. and/or on weekends. Additionally a Supply Delivery Schedule shall be submitted for the review and approval of the COTR.

#### **C.3.5.3 Service Call Program**

The Contractor shall implement an effective service call program to address calls for the interior and exterior cleaning services to result in prompt, professional, and courteous resolution of tenant concerns. The Contractor's service call program shall address or include the following:

- a. Operating policies and procedures with emphasis on customer service, quality, and responsiveness;
- b. Provide the appropriate administrative staffing, during building(s) operating hours and during the Contractor's regular after hours cleaning schedule, to directly receive, record, respond, and track and monitor the resolution of all service calls;
- c. Respond within two (2) hours to routine service calls;
- d. Respond within one (1) hour to urgent service calls;
- e. Include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the COTR on a monthly basis and as back up supporting documentation to all monthly invoices; and
- f. Notify the COTR immediately if a service call cannot be resolved.

The Contractor shall remain on the job until each emergency situation is corrected.

#### **C.3.5.4 Quality Control Plan (QCP)**

**C.3.5.4.1** The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the required services are provided effectively and successfully. The Contractor's QCP shall be a system for identifying and correcting deficiencies in the quality of service delivery before the level of performance becomes unacceptable and identify areas to improve service delivery. The QCP shall be prepared by the Contractor and provided to the COTR for review and approval. The Contractor shall not start work until the QCP is accepted and the proper security clearances obtained. Refer to Section C.3.5.1.8 of the solicitation, in regard to proper security clearance requirements.

**C.3.5.4.2** The Contractor's QCP shall be a living document and shall adjust to ensure the optimum delivery of service and the satisfaction of tenants. The QCP shall, at a minimum, include or address the following:

- a. How the Contractor will control quality of supplies and services;
- b. How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished;
- c. How it will monitor and respond to service calls and the resolution of complaints;
- d. Integration of resolutions to complaints and corrective actions to improve service delivery;
- e. An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the Contract and shall include, but is not limited to:
  1. Date of inspection perform
  2. Location of inspection
  3. Description of findings
  4. Description of action(s) taken (if necessary)
  5. Signature and date of completion

**C.3.5.4.1 Strike Contingency Plan for separation of employees and employee absence.**

How Contractor shall monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.

**C.3.5.5 Communication Plan**

**C.3.5.5.1** The Contractor shall keep the Contracting Officer Technical Representative (COTR) informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the COTR.

**C.3.5.5.2** The Contractor shall prepare and provide to the CO, COTR, and BM a communication plan detailing how the Contractor will use technology (two-way digital communication) to communicate with District Representatives, to receive and respond to service calls, emergencies, status of projects, invoicing, general communication, tenant complaints and etc. The Communication Plan shall include, at a minimum, detailed provisions for:

- a. Two-way devices (Blackberry, I-Phone and etc) by all Contractors supervisory staff;
- b. Standard procedures for submission of requested documents in electronic (PDF and/or Word Files) and printed format;
- c. Provide key operational personnel (managers or supervisors) with portable electronic means to communicate with the District for service calls, emergencies, status of projects, etc.;
- d. Electronic receiving and transmitting methods may include the following;
- e. A text-messaging device used to send and receive messages. Contractor is responsible for all costs associated with electronic messaging device.
- f. A portable email device used to send and receive messages.

#### **C.3.5.6 Exposure Control Plan**

The Contractor shall develop and maintain and Exposure Control Program fully compliant with OSHA 29 CFR 1910.1030 (Applicable Document #1) for each building under the contract. A copy of this document shall be made available to the COTR upon request.

#### **C.3.5.7 Pandemic Plan**

The District is required by the National Strategy for Pandemic Influenza Preparedness and has prepared a plan to safeguard its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they shall take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on custodial operations. Given the unpredictable length and severity of a pandemic the Contractors plan shall link their planned actions to the periods and phases established by the World Health Organization for a pandemic cycle.

The Contractor shall provide to DGS COTR a written report of all accident/unusual incidents.

#### **C.3.5.8 Meetings**



**C.3.5.8.1 Monthly**

The Contractor shall plan and schedule monthly meetings with the COTR to remedy deficiencies identified during the month.

**C.3.5.8.2 Quality Control Meetings**

The Contractor shall attend quarterly meetings held between the Contractor and the COTR and BM. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. Frequencies of these meetings may be increased or decreased depending upon performance as determined by the COTR.

**C.3.5.8.3 Partnering Meeting**

The Contractor shall attend at least one partnering session with the CO, COTR, and BM after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either the District or the Contractor. Partnering is working together towards a common interest or goal.

The Contractor is required to attend at least one partnering session with the District after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either the District or the Contractor. Both parties will re-visit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed time and location.

**Contractor Pandemic Plan**

The cleaning schedule is considered the Contractor's efficient approach to the work, and shall not limit the Contractor to specific levels of staffing, means or methods. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the Contractor. Cleaning schedules and any revisions are to be submitted to the COTR. The Contractor's cleaning schedule shall, at a minimum, include the following frequency:

Daily cleaning  
Periodic  
Weekly cleaning  
Monthly cleaning  
Other frequencies

The Contractor shall maintain a record of all janitorial and related supplemental services provided to DGS. The record should be a checklist of all services provided within each business day.

The Contractor shall provide the COTR of the facility notification at least 30 days in advance of the following activities:

1. Annual power washing of building entry/exit points and loading dock.
2. Annual cleaning of the exterior windows.
3. Semi-Annual cleaning of the lockers in the locker room.
4. Semi-Annual cleaning of the carpeted areas.
5. Quarterly cleaning of the canopies.
6. Quarterly stripping, sealing, and waxing of the VCT areas.
7. Monthly power washing of the cell block areas.
8. Monthly fumigating/application of infested areas.

#### **C.3.5.9      Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

#### **C.3.5.10     Conformance with Laws**

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

**SECTION D**  
**PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007. (Attachment J.1)

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

- E.1**           The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, and six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007. (Attachment J.1)

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **F.1 TERM OF CONTRACT**

The base term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

#### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises the option, the extended contract shall be considered to include the option provision.

**F.2.3** The fixed price for the option period shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.2.5** The exercise of this option is subject to the availability of funds at the time of the exercise of the option.

**F.2.6** During any option year, contract requirements and deliverables remain the same as those of the base year.

#### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (COTR) identified in Section G.9 in accordance with the following:

- F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the fifty-one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.3.2.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA****G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.1.3** Payment for Reimbursable Services will be separate from monthly payments due under the terms of this contract.

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis for base services. For reimbursable and additional services, the Contractor shall submit an invoice per occurrence within 30 days of the completion and acceptance of work. Invoices shall be prepared in duplicate and submitted to the Office of Finance and Resource Management (OFRM) with concurrent copies to the COTR specified in Section G.9 below. The address of OFRM is:

**Name:** Chanelle Hendrix  
**Address:** Office of Finance and Resource Management (OFRM)  
441 4<sup>th</sup> Street, NW Suite 890-N  
Washington, DC 20001  
**Telephone:** 202-727-0333

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number, invoice number and appropriate Purchase Order;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

**G.2.3** Invoice Submission to COTR

**G.2.3.1** For submission of all invoices to the COTR the following protocol must be observed.

- a. Email all invoices to the COTR as an attachment, preferably a PDF document attachment. Do not deliver invoices by fax, hand delivery, or mail.
- b. When emailing invoices do the following:
  1. Title the invoice email with the following information:
    - i. Contractor Name INVOICES\_MonthYear\_Number of Invoices
      - a. Example:  
DoeIncINVOICES\_Feb2010\_10
  2. The email should only relate to invoices. This means do not reply to miscellaneous emails with invoices attached, do not attach other documents that are not relevant to the invoice.
  3. Send all invoices for one month of service in one email. Do not send multiple emails for different invoices.
  4. In the body of the email please list out all invoices submitted for that month and all totals for each invoice.

**G.2.3.2** To constitute a proper invoice for additional services and reimbursable repairs, the Contractor shall submit the following information on the invoice:

- a. A copy of the authorized work request;
- b. A copy of the authorized quote for Reimbursable Repairs and Additional Services;
- c. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
- d. Contract number;
- e. Contractor assigned invoice number;



- f. Once an invoice number is assigned by a Contractor it may not be used again for another invoice at a later date or a separate invoice within the same month.
- g. Line item of for each date of additional services/reimbursable repairs;
- h. If applicable, description, price, quantity and the date(s) those additional supplies were delivered.
- i. Line item total of all fees;
- j. Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent;
- k. Name, title, phone number, and email address of person preparing the invoice;
- l. Name, title, phone number and email address of person (if different from the person identified as preparer of invoice) to be notified in the event of a defective invoice; and
- m. Authorized signature.

**G.2.3.3** The Contractor shall invoice the District for reimbursable repairs and additional services that are authorized by the District, on a single invoice per occurrence within thirty (30) days of completion and acceptance of work. This invoice shall clearly identify each reimbursable repair or additional service, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of this claimed as reimbursable. If reimbursable repair(s) or additional services were subcontracted, copies of the subcontractor's invoices shall be attached. If the Contractor directly purchased parts or components, copies of receipts shall be attached.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 COST REIMBURSEMENT CEILING**

- G.4.1** Cost reimbursement ceiling for this contract is set forth in Section B.4.
- G.4.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.4.
- G.4.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.
- G.4.4** The Contractor must notify the CO in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.4.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- G.4.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.4.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.4.8** If any cost reimbursement ceiling specified in Section B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.4.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.4, unless the change order specifically increases the cost reimbursement ceiling.
- G.4.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

**G.6 THE QUICK PAYMENT CLAUSE****G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of One Percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. the 5<sup>th</sup> day after the required payment date for an agricultural commodity;
- or
- c. the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c. the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Brian J. Hanlon  
Chief Contracting Officer  
D.C. Department of General Services  
2000 14th Street, NW, 8th Floor

Washington, DC 20009

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The contact information of the COTR is:

Andrew G. Robinson

Facilities Division  
D.C. Department of General Services  
1350 Pennsylvania Avenue, NW  
Suite C-25

Washington, DC 20001  
Tel. (202) 576-3367

**G.9.3** The COTR shall NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b. Grant deviations from or waive any of the terms and conditions of the contract;
- c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d. Authorize the expenditure of funds by the Contractor;
- e. Change the period of performance; or
- f. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 PLACEMENT OF ORDERS FOR ADDITIONAL SERVICES**

**G.10.1** For additional reimbursable services, \$10,000.00 or more requires the CO's approval thru a Task Order.

**G.10.2** The District will make payments to the Contractor, upon submission of proper invoices at the hourly rates stipulated in Section B.4.6, for supplies delivered and accepted and/or services delivered and accepted.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1           HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1**           For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1**       At least fifty-one (51%) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2**           The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

#### **H.2           DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 11, date of last revision: 06/13/2011, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### **H.3           PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;



- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the

Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (5%) of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this Section H.5.8

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 *et seq.*

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness

services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that

qualified small business enterprises are significant participants in the overall subcontracting work.

- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

**H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

**H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3 Subcontracting Plan Compliance Reporting**

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

**H.9.3.1** The dollar amount of the contract or procurement;

**H.9.3.2** A brief description of the goods procured or the services contracted for;

**H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Subcontractor Standards**

**H.9.4.1** A prime contractor shall ensure subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-02.

**H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

## **H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## **H.11 AUDITS AND RECORDS**

**H.11.1** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.11.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

**H.11.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the

CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a. The proposal for the contract, subcontract, or modification;
- b. The discussions conducted on the proposal(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, or modification; or
- d. Performance of the contract, subcontract or modification.

#### **H.11.4 Comptroller General**

**H.11.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.11.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.11.5 Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b. the data reported.

**H.11.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or



relating to this contract until such appeals, litigation, or claims are finally resolved.

**H.11.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports as discussed in H.11.5 of this clause.

## **H.12 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.13 DISTRICT RESPONSIBILITIES**

### **H.13.1 Computer Equipment**

The District will supply one (1) computer workstation, including peripherals, necessary to operate building control systems (BAS). The Contractor is required to provide all other equipment needed to operate and maintain the BAS.

### **H.13.2 District Furnished Property**

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

**H.13.3 Office, Workshop, Storage Space, and Machine Rooms**

The District will provide the Contractor with limited space for storage of tools and supplies, office space, and spare parts. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, neat, and serviceable condition. If not already present in the space, the Contractor shall also be responsible for providing furniture, shelving/storage system(s), office equipment, office telephones, and all costs associated with recurring utility services (phone, internet). All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

**H.13.4 Furniture and Furnishings**

The District may have the option to furnish workshop, office and storage space within the building to support the Contractor's operational requirements. This space may be provided to Contractor with furnishings. The Contractor must keep all existing furnishings neat and clean and be returned to the District at the expiration of the contract in reasonably the same condition as at the time of entering into the contract, less fair wear and tear. The Contractor is responsible for securing supplies and valuables belonging to the Contractor.

**H.14 CONTRACTOR RESPONSIBILITIES**

**H.14.1** The Contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described in Section C.

**H.14.2** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

**H.14.3** The Contractor shall furnish all Material Safety Data Sheet (MSDS) for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

**H.14.4** The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards (Applicable Document #10).

**H.14.5** The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.

- a. The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.
- b. The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA (Applicable Document #2) or an Air Quality Management Authority.

**H.14.6** Performance Bond

**H.14.7** Liquidated Damages

**H.14.8 Allowable Subcontracting Requirements**

**H.14.8.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

**H.14.8.2** It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

**H.14.8.3** The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify the COTR immediately upon taking such action.

**H.14.8.3.1** If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.

**H.14.8.3.2** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

**H.15 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS**

**H.15.1** Environmentally Preferable Product Goals

**H.15.1.1** The District is seeking contractors to provide environmentally preferable and effective janitorial products that support the District's environmentally preferable purchasing (EPP) contracting initiative (Applicable Document #10).

**H.15.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

**H.15.2** Environmentally Preferable Janitorial Products

Janitorial products subject to the requirements of this clause include the following:

All-purpose cleaner	General degreaser
Bathroom cleaner	General disinfectant
Bathroom deodorizers	Glass/window cleaner
Bathroom disinfectant	Graffiti remover
Bathroom hand cleanser/soap	Gum remover
Carpet cleaner	Lime and scale remover
Chrome and brass cleaner/polish	Solvent spotter
Floor stripper/finish	Urinal deodorizers/cleaner
Furniture polish	Wood floor (wax/cleaner/finish)

**H.15.3** Prohibited Cleaning Products

Janitorial products with the following ingredients shall not be used because they pose an unacceptable risk to the person using the product, building occupants and the environment:

Alkylphenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitritotriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil; Diethanolamine	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform; 1,1,1,-TCE	Trichlorethylene
Methyl Ethyl Ketone	

**H.15.4** Janitorial Product Health and Environmental Requirements

The Contractor shall only use janitorial products during the performance of this contract that meet the following requirements:

**H.15.4.1** Skin and Eye Irritation

This attribute refers to janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic.

The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

#### **H.15.4.2 Food Chain Exposure**

This attribute refers to ready-to-use cleaning products containing ingredients that are consumed by smaller aquatic plants and animals that increase in concentration through the food chain.

The Contractor shall use products when the bio-concentration factor (BCF) measured are less than 1,000.

#### **H.15.4.3 Air Pollution Potential**

This attribute refers to janitorial products containing volatile organic compounds (VOC) that could form smog once in the atmosphere, thereby causing irritation of the eyes, nose, throat, lungs and asthma attacks.

The Contractor shall not use products containing volatile organic compounds (VOC) in concentrations that exceed 10% of the weight of the product.

#### **H.15.4.4 Fragrances**

This attribute refers to products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor. This attribute does not include natural odors associated with cleaning agents (e.g. a lemon odor). The Contractor shall not use products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor.

#### **H.15.4.5 Dyes**

This attribute refers to dyes that have been added to a formulation to enhance or change the product's color. The Contractor shall use products without dyes.

#### **H.15.4.6 Minimizing Exposure to Concentrates**

This attribute refers to the possibility that an end-user of a product could be exposed to a concentrated form of the product, thereby exposing the end-user to a greater health risk than that caused by exposure to the ready-to-use product. If possible, the Contractor shall use products that are not in a concentrated form.

If the Contractor uses products in a concentrated form, it must be a part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

#### **H.15.5 Packaging Reduced/Recyclable**

**H.15.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.15.5.2** No products shall be delivered in aerosol cans.

**H.15.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers or spray bottles.

#### **H.15.6 Product Safety**

**H.15.6.1** The Contractor shall be responsible for:

- a. Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- b. Any spills or leaks that occur during the use or transportation of their products.
- c. Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- d. Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

#### **H.16 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS**

##### **H.16.1 Environmentally Preferable Products Goals**

**H.16.1.1** The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative (Applicable Document #10).

**H.16.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

##### **H.16.2 Environmentally Preferable Solvent Products**

- H.16.2.1** Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.
- H.16.2.2** Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:
- a. Alcohols. Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
  - b. Aliphatic Hydrocarbons. Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
  - c. Aromatic Hydrocarbons. Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
  - d. Chlorinated Hydrocarbons. Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
  - e. Glycols. Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
  - f. Esters. Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
  - g. Ethers. Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
  - h. Ketones. Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.
  - i. Other Solvents. Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

### **H.16.3 Solvent Environmental Requirements**

The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

#### **H.16.3.1 Health Hazards**

**Bodily Contact** - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;

**Inhalation** – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,

**Ingestion** – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

#### **H.16.3.2 Physical Hazards**

Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.

The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

#### **H.16.4 Prohibited Solvents**

The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

#### **H.16.5 Packaging Reduced/Recyclable**

**H.16.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.16.5.2** No products shall be delivered in aerosol cans.

**H.16.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

#### **H.16.6 Product Safety**



- H.16.6.1** The Contractor shall be responsible for:
- Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
  - Any spills or leaks that occur during the use or transportation of their products.
  - Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
  - Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

## **H.17 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS**

### **H.17.1 Environmentally Preferable Products Goals**

- H.17.1.1** The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative (Applicable Document #10).

- H.17.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

### **H.17.2 Paint Environmental Requirements**

- H.17.2.1** The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.
- H.17.2.2** Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

<b>Product Type</b>	<b>Type of Paint</b>	<b>VOCs (grams/liter)</b>	<b>VOCs (pounds/gallon)</b>
<b>Category I</b>	<b>Interior</b>		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
<b>Category II</b>	<b>Exterior</b>		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal

Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

### H.17.3 Prohibited Paint Components

Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

### H.17.4 Packaging

Paint cans and their components shall not be fabricated with lead.

### H.17.5 Product Safety

#### H.17.5.1 The contractor shall be responsible for:

- Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- Any spills or leaks that occur during the use or transportation of their products.
- Paying the clean-up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

## H.18 SUSPENSION OF WORK

- H.18.1** In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

- H.18.2** The deduction rate in dollars per day will be equal to the per month contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).
- H.18.3** The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.
- H.18.4** Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.
- H.18.5** In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

**H.19 CONTRACT COMPLETION OR TERMINATION**

- H.19.1** The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

## **SECTION I CONTRACT CLAUSES**

### **I.1           APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2           CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3           CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4           TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5           RIGHTS IN DATA**

**I.5.1**           “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2**           The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and

associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. “Computer Programs” include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired,

including use at any District installation to which the computer may be transferred by the District;

- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- a. the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

- b. Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ With \_\_\_\_\_ (Contractor's Name); and

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights

in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall

specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

**I.8.1** GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

**I.8.1.1** Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

**I.8.1.2** Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.



- I.8.1.3**      Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.1.4**      Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.1.5**      Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
- I.8.2**      DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.8.3**      LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- I.8.4**      CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.8.5**      MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.8.6**      NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- I.8.7**      CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

JW Lanum  
D.C. Department of General Services  
Contracting and Procurement Division

2000 14<sup>th</sup> Street, NW, 5<sup>th</sup> Floor  
Washington, DC 20009  
jw.lanum@dc.gov

**I.8.8**      **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.9**                      **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

**I.10**                    **ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

**ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- a. An applicable Court Order, if any
- b. Contract document
- c. Standard Contract Provisions
- d. Contract attachments other than the Standard Contract Provisions
- e. RFP, as amended
- f. Offeror's BAFOs (in order of most recent to earliest)
- g. Offeror's Proposal

**I.11**                    **CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**I.13 CONTINUITY OF SERVICES**

**I.13.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1** Furnish phase-out, phase-in (transition) training; and

**I.13.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.13.2** The Contractor shall, upon the Contracting Officer's written notice:

**I.13.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

**I.13.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

**I.13.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.13.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.13.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I.14 DISCRIMINATION CLAUSES****I.14.1** Anti-Discrimination Clause:  
The Contractor:

**I.14.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

**I.14.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

**I.14.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

**I.14.2** Non-Discrimination Clause:

**I.14.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

**I.14.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

**I.14.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

**I.14.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital

status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:

- a. employment, upgrading or transfer;
- b. recruitment, or recruitment advertising;
- c. demotion, layoff, or termination;
- d. rates of pay, or other forms of compensation; and
- e. selection for training and apprenticeship.

**I.14.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections

**I.14.2.2.1 and I.14.2.2.2** concerning non-discrimination and affirmative action.

**I.14.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.14.2.2.2.

**I.14.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**I.14.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

**I.14.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

**I.14.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.2.2.1 through I.14.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

- I.14.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

## SECTION J LIST OF ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 11 dated June 13, 2011)
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2010 - Living Wage Notice available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.6</b>	Way to Work Amendment Act of 2010 - Living Wage Fact Sheet available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.8</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.9</b>	Subcontracting Plan Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.10</b>	Solicitation DCAM-12-NC-0045 - List of Locations Aggregate Award Groups A, B, C, and D
<b>J.11</b>	Standards Planned Schedule
<b>J.12</b>	Environmentally Preferred Janitorial Products
<b>J.13</b>	Environmentally Preferred Solvent Products
<b>J.14</b>	Definitions

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

Please see [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on “Solicitation Attachments” and click on “Bidder/Offeror Certification”



## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

#### **L.1 CONTRACT AWARD**

##### **L.1.1 Most Advantageous to the District**

The District intends to award up to four (4) contracts to the responsible Offeror(s) whose offer(s) will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4716).

##### **L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

#### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCAM-12-NC-0045, "Citywide Janitorial Services".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. Offerors shall submit the information requested in L.2 in a clear, concise, factual and logical manner providing a comprehensive description of the required services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

#### **L.3 EVALUATION PROCESS**

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section L** and the Department's Procurement Regulations.

**L.3.1 Evaluation Committee**

Each submission shall be evaluated in accordance with this **Section L** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

**L.3.2 Oral Presentation**

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

**L.3.2.1 Length of Oral Presentation**

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

**L.3.2.2 Schedule**

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

**L.3.2.3 Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 3 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

**L.3.2.4 Topics**

The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Project, including the qualifications of key personnel.

**L.4 Proposal Evaluation**

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section M** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the Contractor with the highest evaluated score.

**L.4.1 Staff Experience and Education**

Offeror shall identify the key personnel that will be used to perform the work under the proposed contract and provide resumes for each person. The hours that each will devote to the contract shall be provided in total and broken down by task. Resume(s) of proposed contract manager and on-site supervisor(s) demonstrating that the on-site supervisors proposed have at least two (2) years of experience in the commercial janitorial services field and at least one (1) year experience in directing crews on sites of similar size and scope to the District. The contract manager must have demonstrated experience in the commercial janitorial service field and contract administration.

Offeror shall demonstrate that all Asbestos, Green, OSHA and EPA training and licensing has been obtained.

**L.4.2 Past Performance and Experience**

The Department desires to engage a Contractor with the experience necessary to provide effective janitorial services as described in Section C. Offerors will be evaluated based on their demonstrated experience with: (i) managing janitorial and related services for multi-asset property portfolios; (ii) supervising multiple work crews in a time-sensitive environment; and (iii) access to the necessary equipment and labor to implement perform the necessary services.

Offeror shall describe its experience in providing commercial janitorial services. The Offeror shall demonstrate that it, as an entity, has a minimum of three (3) years experience directly with commercial janitorial services. The Contractor shall have satisfied the requirements of at least one municipal contract of similar size and scope to the District's requirement.

Offeror shall submit a list of client references for whom the offeror has provided similar commercial janitorial services (include name of client, contact person name/telephone number/email address, description of work performed, term of contract, contract amount).

#### **L.4.3 Management Plan**

Offerors are required to submit a Management Plan. The Management Plan should clearly explain the Contractor's approach and methodology for managing staffing and providing the services. It should demonstrate a knowledge of the requirements of Section C and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in providing the services; (ii) describe the key challenges inherent in this contract and explain how they will be overcome or mitigated; and (iii) address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract. The Department will also consider the experience that the Contractor has working together on similar projects.

#### **L.4.4 Price**

Offerors will be required to bid for the base year and each of the option years.

### **L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.5.1 Proposal Submission**

Proposals must be submitted no later than 2:00 pm local time on March 1, 2012, Thursday. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

#### **L.5.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

### **L.5.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.5.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.5.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

## **L.6 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **ten (10)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.7 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, specified in Section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a

proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA**

- L.9.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

- L.9.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

## **L.10 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

## **L.11 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also

mail a copy of the protest to the Contracting Officer for the solicitation.

#### **L.12 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

#### **L.13 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

#### **L.14 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

#### **L.15 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

#### **L.16 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

#### **L.17 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 to:

JW Lanum

Department of General Services  
2000 14th Street, 5th Floor  
Washington, DC 20009  
jw.lanum@dc.gov

## **L.18 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

## **L.19 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

## **L.20 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.21.1** Name, address, telephone number and federal tax identification number of offeror;

**L.21.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.21.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.



**L.22 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.23 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.23.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.23.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.23.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.23.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.23.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.23.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.23.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.23.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.24 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Tuesday, February 16, 2012, at 10:00 am (EST) at 2<sup>nd</sup> Floor, Community Room, Reeves Center, 2000-14th Street, NW, Washington DC 20009. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five (5) calendar days after the pre-proposal conference in order to generate an official answer. Official answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

#### **L.25 SITE VISIT**

Vendors are encouraged to attend a site visit that will be held on Friday, February 17, 2012 at 2:30 pm (EST) at the CFL Site located at 415 4<sup>th</sup> Street, SW.

## SECTION M EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### M.2 TECHNICAL RATING

#### M.2.1 The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor

has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 Staff Experience and Education (30 Points)**

DGS desires to engage a Contractor with the experience necessary to perform the requirements as described in Section C of this RFP and Attachments J.1, J.2, and J.3 of this solicitation. Offerors will be evaluated on the basis of the following experience listed in L.4.1.

#### **M.3.2 Past Performance and Experience (20 Points)**

Offerors will be evaluated on the basis of the following experience listed in L.4.2

#### **M.3.3 Management Plan (10 Points)**

Offerors will be evaluated on the basis of the following experience listed in L.4.3.

#### **M.3.4 Price (40 points)**

The price evaluation will be objective. The offeror/s with the lowest price on the base year and 4 option years for base services will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times \text{Weight (40)} = \text{Evaluated Price Score}$$

#### **M.3.5 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

#### **M.3.6 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

**M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating offers from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.4.1. APPLICATION OF PREFERENCES**

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.4.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the offer price for a offer submitted by the SBE in response to this Request for Proposals (RFP).
- M.4.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the offer price for a offer submitted by the ROB in response to this RFP.
- M.4.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the offer price for a offer submitted by the LRB in response to this RFP.
- M.4.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the LBE in response to this RFP.
- M.4.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the DZE in response to this RFP.
- M.4.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the DBE in response to this RFP.
- M.4.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the VOB in response to this RFP.

**M.4.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the LMBE in response to this RFP.

**M.4.2 MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve percent (12%) for offers submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.4.3 PREFERENCES FOR CERTIFIED JOINT VENTURES**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.4.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE**

**M.4.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its offer. The CO will verify the Offeror's certification with DSLBD or SLBOC, as appropriate, and the Offeror should not submit with its offer any documentation regarding its certification as a certified business enterprise.

**M.4.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.4.4.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.5.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by

the District if payment is made within the discount period specified by the Offeror.

**M.5.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.